



I. Scope of application

1. These Terms & Conditions of Business shall apply to all of the services provided and deliveries made by the Hotel.
2. Should the Hotel modify its Standard Terms & Conditions of Business before the contract is performed, the amended version shall be deemed to have been integrated into the contract if it has been communicated in writing to the contractual partner with a reference to its legal effect and the other party does not raise any objection to such integration within a period of 14 days.
3. The Standard Terms & Conditions of Business of the Client shall only be an integral part of the contract if the Hotel consents in writing to their integration as a whole or to the integration of individual parts thereof.

II. The conclusion of a contract, contractual partners and the limitation period

1. The contract (also referred to hereinafter as a "Booking") shall come into being when the Hotel accepts a request from a Client. The Hotel shall be at liberty to confirm the Booking in writing.
2. Is the booking proceeded by a commercial agent or a travel agency and not by the Client itself the Hotel can declare the acceptance to the commercial agent or the travel agency with binding effect for the client. The commercial agent or travel agency shall be together with the Client jointly and severally liable for complying with all of the obligations under the contract, to the extent that the Hotel holds a corresponding declaration from the commercial agent or travel agency.
3. All mutual claims are subject to the period of limitation. Claims against the Hotel shall be time-barred one year after knowing the justified circumstances for the claim in accordance with section 199(1) of the German Civil Code. Claims for compensation shall be time-barred after five years irrespective of knowledge. The shortening of the limitation period shall not be applicable in the case of claims which are based on an intentional or grossly negligent breach by the Hotel of its obligations or which are based on a breach of material contractual obligations. In this context material contractual obligations are those obligations, which in the first instance make it possible to execute the agreement properly and on compliance with which the Client may duly rely. The Limitation of Liability for death, physical injury or the impairment of health shall not be affected and shall be assessed in accordance with the applicable statutory provisions. This shall also apply to cases of strict regulations in accordance with the *Produkthaftungsgesetz* [Product Liability Act].
4. For the purpose of the decision about the creation, the implementation or the termination of the contract the Hotel will collect or use probability values included in their calculation with address data.

III. Services, prices, payment and set-off

1. The Hotel shall be obliged to perform the services which have been ordered by the Client and which the Hotel has agreed to provide.
2. The Client shall be obliged to pay the agreed or habitual prices of the Hotel for such services and for other services accepted by it. This provision shall also apply to the services procured for him from third parties and the expenses incurred on his behalf with third parties by the Hotel and shall in particular apply to the claims of any collecting societies.
3. The agreed prices shall include value-added tax at the applicable statutory rate. Should the rate of value-added tax change by the day on which the service is provided, then in each instance the agreed prices shall be modified accordingly. This shall not apply to Clients who are consumers. A consumer shall be any natural person, which enters into a transaction for a purpose that is outside his or her trade, business or profession (section 13 of the German Civil Code).
4. Should the period of time between the conclusion of the contract and the event exceed four months and should the price which is generally charged by the Hotel for such services increase, then the contractually agreed price may be increased by an appropriate amount but by no more than 10%. Prices may furthermore be modified by the Hotel in the event that the Client wishes to make subsequent modifications to the service to be provided by the Hotel (for example to the number of rooms required for guests or the length of stay of such guests) and the Hotel agrees to such modifications. The provisions of section VII.2 of the contract shall also be taken into account.
5. The invoices issued by the Hotel which do not state a due date for payment shall be payable immediately. For each reminder in respect of late payment sent by the Hotel, the Hotel shall be entitled to charge a reminder fee of 10.00 euros. In the event of late payment the Hotel shall be entitled to demand the statutory interest rate for late payment which is applicable in each instance plus eight percentage points above the base rate or in the case of transactions in which a consumer is involved an additional five percentage points above the base rate. The Hotel may adduce evidence of a greater loss.
6. The sub-hiring or on-hiring of the rooms, other spaces, surface areas or display cabinets which are made available, as well as the issue of any invitations to interviews, sales or similar events shall require the prior written agreement of the Hotel, in which context section 540(1) sentence 2 of the German Civil Code shall be disappplied to the extent that the Client is not a consumer. For the definition of a consumer, reference shall be made to section III.3.3.
7. The Hotel shall be entitled upon conclusion of a contract or thereafter to request an appropriate advance payment or security deposit. The amount of the advance payment and the period within which it is to be paid may be agreed in writing in the contract.
8. The Client may only off-set an undisputed or legally enforceable claim against any claim of the Hotel.

IV. Rescission by the Client (cancellation) or a failure to take up the contractual services

1. The Client's rescission of the contract entered into with the Hotel prior to the agreed due date of delivery shall require the written consent of the Hotel. Should such consent not be given, and the Client does cancel the arrival or the event ("Cancellation") in each instance the price agreed in accordance with the contract in consideration of pro rata basis calculation in accordance with the provisions of the following paragraph 2, as well as the services provided by third parties, shall be paid for even if the Client does not avail itself of the services. This shall not apply in the event of a breach of the obligation of the Hotel to take into account the rights, legally protected interests and interests of the Client, if the Client may no longer as result of these be required to comply with the contract or if the Client may avail itself of another statutory or contractual right of rescission.
2. The Hotel shall be entitled to invoice:
 - 10% in the event of a rescission up to 91 days before the arrival date or the beginning of the event;
 - 40% in the event of a rescission between 90 and 61 days before the arrival date or the beginning of the event;
 - 60% in the event of a rescission between 60 and 31 before the arrival date or the beginning of the event;
 - 80% in the event of a rescission up to 30 days before the arrival date or the beginning of the event;of the agreed price of the rooms or spaces multiplied by the number of cancelled rooms / spaces, to the extent that it is no longer possible to otherwise hire out the rooms / spaces. The hotel will offer the cancelled rooms otherwise. The Client who cancelled the rooms or the space will pay the difference between the actual achieved room rate and the higher cancelled room rate. In case the Client has booked a minimum stay of X nights and wants to departure earlier than the originally reserved room rate for the full stay will be charged, unless the Hotel has been able to otherwise rent the rooms or spaces for the minimum same conditions. Only cancellations throughout the full period are allowed. A reduction in the number of rooms and number of persons shall be considered to be equivalent to a cancellation and the amount is being charged on a pro-rata basis.
3. Should the contractual partner after having made a Booking for an event not cancel until a point in time between the eighth and fourth weeks before the date of the event, the Hotel shall be entitled to issue an invoice, in addition to the sum stipulated by section IV.2 of this contract, for 35% of the turnover in respect of food and for 20% of the turnover in respect of beverages of which it has been deprived, and within four weeks from the date of the beginning of the event the Hotel shall be entitled to issue an invoice for 80% of the turnover in respect of food and beverages. The amount payable in respect of food and beverages shall be calculated on the basis of the contractually agreed number of



participants. To the extent that no amount in respect of food and beverages has been agreed, such fixed sum shall be calculated on the basis of the least expensive three-course menu which is applicable as part of the relevant event offering. The calculation of the turnover in respect of food shall be arrived at in accordance with the formula: banquet menu price x number of persons. The turnover in respect of beverages shall be 50% of the turnover in respect of food. If due to the cancellation of the event in the Hotel another event is staged which would otherwise not have been staged (even on another date) in the Hotel, the Hotel shall deduct the income received by it in respect of food and beverages at this event from the agreed package. The provisions of this paragraph shall apply accordingly if the contract is not rescinded. Should the Client not recede at all or the Client does not make use of the agreed services without notice to the Hotel the contracted rate has to be paid in full amount by the Client to the Hotel, plus possible further damages which might occur trusting the Client's arrival or the beginning of the Event.

4. To the extent that the Hotel and the Client have agreed on a date up until which it will be possible to rescind the contract without incurring costs, the Client may up until such date rescind the contract without entitling the Hotel to assert any claims in respect of payment or damages. The Client's right of rescission shall be extinguished if it does not exercise such right against the Hotel by the agreed date, to the extent that an event entailing rescission by the Client in accordance with section IV.1(3) does not exist.
5. The Client shall be at liberty to adduce evidence that the Hotel has suffered no prejudice as a result of the Client's failure to comply with the contract or that the prejudice caused to the Hotel is less than the sum which is demanded as a result of the rescission.
6. Any cancellation agreements arrived at in accordance with the contract shall take precedence over these provisions.

V. Rescission by the Hotel

1. To the extent that the Client's right to rescind the contract without incurring costs within a stipulated period has been agreed in writing, the Hotel for its part shall be entitled within such period to rescind the agreement if it receives requests from other clients for the contractually reserved rooms or event spaces and the Client at the request of the Hotel refuses to waive its right of rescission.
2. If an agreed advance payment or an advance payment, which is requested in accordance with section III.7 above is not made after the expiry of a reasonable period, which is stipulated by the Hotel, the Hotel shall likewise be entitled to rescind the contract.
3. Furthermore, the Hotel shall be entitled for an objectively justifiable reason to rescind the contract on an extraordinary basis, for example if:
 - an event of force majeure or other circumstances which are not attributable to the Hotel arise, which make the performance of the contract impossible;
 - rooms or events are booked and such bookings are accompanied by the statement of misleading or inaccurate material facts, such as for example in relation to the person of the Client or the purpose of the Booking;
 - the Hotel has justifiable grounds for assuming that the taking up of the Hotel's services may jeopardise the smooth running of its business, the security of the Hotel or its reputation in the public perception, without this being attributable to the administration or organisation of the Hotel; or
 - there occurs an unauthorised sub-hiring or on-hiring in breach of section III.6 of this contract.
4. In the event of a justified rescission of the contract by the Hotel, the Client may not bring any claim for compensation.

VI. The allocation, hand-over and return of rooms

1. The Client shall not acquire any claim to be allocated certain rooms, unless the Hotel has confirmed in writing the allocation of a certain room.
2. Booked rooms shall be available to the Client from 3.00 p.m. on the agreed date of arrival. The Client shall have no right to an earlier allocation.
3. The allocated rooms must be occupied on the date of arrival by 6.00 p.m. After this time the Hotel may make them available to other clients, unless the Client has previously informed the Hotel in writing of his arrival after this time. The Hotel shall be entitled to demand a deposit in respect of late arrivals.
4. On the agreed date of departure the rooms must be vacated and made available to the Hotel by 12.00 a.m. (noon) at the latest. Thereafter the Hotel may, in addition to the loss incurred by it as a result thereof, invoice the day rate for the room in respect of the room's additional use until 6.00 p.m. and after 6.00 p.m. it may invoice 100% of the full rate for board and lodging (list price). The Client shall not be entitled to make any contractual claims as a result thereof. The Client shall be at liberty to adduce evidence that no or a sufficiently less substantial claim for remuneration in respect of use has accrued to the Hotel.

VII. Provision by the Client of its own food and beverages

1. The Client shall not as a matter of principle be entitled to serve its own food and beverages at events. Any exceptions to this rule shall require the written consent of the Hotel. In such cases an amount by way of a contribution to general costs shall be invoiced.
2. In the event of damage being caused to health as a result of the Client serving its own food and beverages, the Hotel shall accept no liability.
3. The Hotel shall accept no liability for the non-perishability of any food and beverages which are consumed after an event in the Hotel or are taken home from the Hotel for personal consumption.

VIII. Technical equipment and connections

1. To the extent that the Hotel procures on behalf of the Client and at its request technical and other equipment from third parties, it shall be acting on behalf of, as the agent of and on account of the Client. The Client shall be liable for the proper handling and orderly return of such equipment. It shall indemnify the Hotel against all claims brought by third parties as a result of the provision of such equipment.
2. The Client's use of its own electrical equipment when connected to the power supply of the Hotel shall require the latter's written consent. The Client shall be liable for any breakdowns of or damage to the technical equipment of the Hotel which occur as a result of the use of such devices, to the extent that such breakdowns or damage are not attributable to the Hotel. The costs of the electricity incurred as a result of such use may be converted into a fixed sum and invoiced by the Hotel.
3. The Client shall be entitled with the consent of the Hotel to use its own telephone, facsimile and data transfer devices. The Hotel may require the payment of a connection fee for such use.
4. Breakdowns of any technical or other equipment made available by the Hotel shall if possible be remedied immediately. Payments may not be withheld or reduced to the extent that such breakdowns are not attributable to the Hotel.
5. If suitable equipment belonging to the Hotel is not used as a result of the connection of the Client's own equipment, a fee for the non-use of the Hotel's equipment may be charged.

IX. Musical shows, event music and performances by artists

The Client is expressly made aware that:

- In connection with musical shows and event music, which he arranges himself, he himself must give the appropriate notifications and put in place the appropriate invoicing arrangements with GEMA;
- The participation of performing artists in the events of the Client may give rise to an obligation to make a contribution to the *Künstlersozialkasse* [Artists' Social Security Fund]. In such a case it is a matter for the Client to comply with the obligations which arise in connection herewith.



X. Decorative materials and display items for events

1. Decorative materials, display or other items as well as the personal effects of the Client who is not himself a guest in the Hotel shall be placed at the Client's own risk in the event rooms or in the Hotel. The Hotel shall not accept any liability for the loss or destruction of or damage caused to such items, save in the event of the gross negligence or of intentional damage caused by the Hotel. Such exclusion of liability shall not apply to losses or claims connected with death, physical injury or the impairment of health. It shall also not apply to cases in which custody, on the basis of the circumstances of the individual case, represents an obligation with which compliance makes it possible in the first instance to execute the agreement properly and on compliance with which the Client may duly rely (material contractual obligation). The liability of the hotelier in accordance with sections 701 et seq. of the German Civil Code shall not be affected by the provisions of this section.
2. Decorative materials, which are brought into the Hotel, must comply with fire protection legislation. The Hotel shall be entitled to demand official confirmation of this. Should the Client fail to provide such confirmation, the Hotel may remove such materials from the Hotel and have them stored at the expense of the Client. Due to the occurrence of potential damage, the assembly and mounting of items must be agreed in advance with the Hotel.
3. Display or other items, which are brought into the Hotel, shall be removed immediately when the event comes to an end. Should the Client fail to do so, the Hotel may remove such items from the Hotel and have them stored at the expense of the Client. Should the items remain in the event room, the Hotel may for the time that they are left there charge an appropriate fee for the use of the room. The Client may seek to prove that no grounds for any such claim referred to above exist or that such a claim does not exist in the amount claimed.
4. Packing materials (cardboard boxes, crates, plastic items etc.), which are brought into the Hotel by the Client in connection with conferences, exhibitions, presentations etc., must be disposed of or removed before or after the event. Should the Client entrust the Hotel with the disposal of packaging such as cardboard boxes, wooden crates, polystyrene, plastic items etc., the Client shall be invoiced for this.

XI. The liability of the Client for damage

1. To the extent that the Client is a commercial party, it shall be liable for all of the damage, which is caused, to the building or inventory by participants in or visitors to the event, employees, other third parties from its field or by the Client itself. To the extent that the Client is a consumer, it shall be liable in accordance with the statutory provisions. For the definition of a consumer, reference shall be made to section III.3.2.
2. The Hotel may require that the Client provides appropriate security deposits (for example insurance policies, deposits or guarantees).

XII. The liability of the Hotel

1. The Hotel shall be liable for the execution of its obligations arising under the contract with the diligence of a prudent businessman. Claims brought by the Client for compensation shall not be admissible. This shall not apply to death, physical injury or the impairment of health. Furthermore all damage, which is caused as a result of an intentional or grossly negligent breach of its obligations by the Hotel, shall not be covered by such exclusion of liability. The exclusion of liability shall also not apply to damage, which arises as the result of a breach of material contractual obligations. Material contractual obligations are those obligations, which in the first instance make it possible to execute the agreement properly and on compliance with which the Client may duly rely. Furthermore cases of strict liability in accordance with the *Produkthaftungsgesetz* [Product Liability Act] as well as liability pursuant to any guarantee given by the Hotel shall not be affected hereby. The breach of an obligation by a legal representative or agent of the Hotel shall be equivalent to a breach committed by the Hotel. Should the services provided by the Hotel be disrupted or be defective, the Hotel, on gaining knowledge thereof or in response to a prompt rebuke from the Client, shall endeavour to take remedial action. The Client shall be obliged to do what it may be reasonably expected to do in order to bring the disruption to an end and to limit any potential loss as far as possible.
2. The Hotel shall be liable to the Client for items, which are brought into the Hotel in accordance with statutory provisions (sections 701 et seq. of the German Civil Code).
3. To the extent that a parking space is made available to the Client in the garage or in a car park of the Hotel, this shall not give rise to a contract of safe custody. The Hotel shall only be liable in the event of intentional damage or damage caused by gross negligence in accordance with section 690 of the German Civil Code.

XIII. Final provisions

1. Any modifications or additions to the contract must be in writing in order to be effective. Unilateral modifications or additions made by the Client shall not have any effect.
2. The place of performance and place of payment shall be the location of the Hotel.
3. In connection with commercial matters the exclusive place of jurisdiction shall be the location of the Hotel. To the extent that a contractual partner fulfils the requirement contained in section 38(2) of the German Code of Civil Procedure and does not have any general place of jurisdiction within Germany, the location of the Hotel shall be the place of jurisdiction.
4. The applicable law shall be the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods and the law relating to the conflict of laws shall not apply.
5. Should individual provisions of these General Terms & Conditions of Business be invalid or void for events, the validity of the remaining provisions shall not be affected thereby. The statutory provisions shall furthermore apply.