

## I. Scope

1. These General Terms and Conditions apply to contracts for the letting of conference, banquet and meeting spaces of the Hotel for the organisation of events such as conferences, banquets, seminars, meetings and other events as well as to any further supplies and services by the Hotel in connection therewith, in particular the reservation of accommodation.

2. Derogating terms and conditions, even if included in the General Terms and Conditions of the Contractual Partner, shall not apply unless expressly acknowledged in text form by the Hotel.

## II. Conclusion of Contract, Contractual Partner

1. The Contract on Event Organisation (hereinafter referred to in short as "Contract") shall come into existence by Ordering Party's acceptance of the Hotel's offer. If the Ordering Party concludes the Contract on behalf of a third party, such third party shall become the Contractual Partner of the Hotel in lieu of the Ordering Party; the Ordering Party shall in particular inform the Hotel of this fact in due time before the Contract is concluded and provide the Hotel with the name and address of the actual Contractual Partner.

2. If the Ordering Party evidently concludes the Contract on behalf of a third party or if the third party has instructed a commercial agent or organiser to complete the Contract, the Ordering Party, the agent or the organiser shall be jointly and severally liable with the third party, who shall become a Contractual Partner, for any obligations arising from the Contract to the extent the Hotel was so notified by the Ordering Party, agent or organiser. Independent of this, the Ordering Party is obliged to pass on all booking-related information to the third party, in particular the present General Terms and Conditions.

3. Sub-letting and re-letting of the let rooms, space or glass cases as well as invitations to job interviews, sales and other events shall require the Hotel's prior consent in text form.

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

1. The Hotel is obliged to render the services ordered by the Contractual Partner and consented to by the Hotel in accordance with the present General Terms and Conditions.

2. The Contractual Partner is obliged to pay the prices of the Hotel agreed or applicable for these services. This also applies to third-party services and expenses which the Contractual Partner incurs to the Hotel in connection with the event, in particular also to claims of copyright collection societies. The prices agreed shall include VAT at the applicable statutory rate. If the period elapsing between conclusion of the contract and performance of the contract exceeds four months and VAT at the statutory rate increases after conclusion of the contract, the Hotel reserves the right to increase the agreed prices by the amount by which the applicable VAT has increased. Moreover, the Contractual Partner shall be liable for the payment of all food and beverages ordered by the participants of the event as well as any other costs incurred by the participants of the event.

3. Upon receipt, invoices issued by the Hotel shall become due for payment immediately, without deduction. The Hotel may at any time request the Contractual Partner to pay claims due for

payment without undue delay. The Contractual Partner shall be in default at the latest upon failure to pay within 30 days after the due date and receipt of an invoice. This shall apply to a Contractual Partner who is consumer only if these consequences have been specified in the invoice General Terms and Conditions for Event Organisation. For each reminder sent after default occurs, the Hotel may charge a reminder fee in the amount of € 5.00.

4. The Hotel is entitled to request from the Contractual Partner, on conclusion of the Contract or later, a reasonable advance payment or security in the form of a credit card guarantee, downpayment or similar. The amount of the advance payment and the payment dates may be agreed in the Contract in text form.

5. In justified cases, e.g. payment arrears of the customer or expansion of the contractual scope, the Hotel is entitled to request, also after conclusion of the Contract up to the commencement of the event, an advance payment or furnishing of security within the meaning of clause 4 above or the increase in the advance payment or security agreed in the Contract up to the full agreed remuneration.

6. The Contractual Partner shall be entitled to set off a claim of the Hotel only with unappealable and final res judicata claims.

## IV. Rescission by the Contractual Partner, cancellation

1. The Hotel grants the Contractual Partner the right to rescind the Contract at any time subject to the following conditions:

a) If the Contractual Partner rescinds the reservation, the Hotel shall be entitled to reasonable compensation.

b) The Hotel may elect to claim from the Contractual Partner damage compensation in the form of a lump-sum compensation amount instead of a specifically calculated compensation. In the case of rescission more than 60 days before the date of the event, the lump-sum compensation shall amount to 50% of the contractually agreed price for the event, in particular for the lease of the hotel space, the rooms and the provision of food and beverage. In case of rescission fewer than 60 days prior to the date of the event, the lump-sum compensation shall amount to 80% of the contractually agreed price for the event, in particular for the lease of the hotel space, the rooms and the provision of food and beverage. The amount contractually agreed shall be calculated in accordance with the agreed number of participants. If a price for food and beverage has not yet been contractually fixed, the lowest-priced 3-course menu of the respective event offer applicable at that time shall form the basis of the lump-sum compensation. The Contractual Partner shall be free to prove that the Hotel has not suffered any damage, or that the damage incurred to the Hotel amounts to less than the lump-sum compensation claimed.

c) If the Hotel calculates the damage specifically, the amount of such reasonable damage may total as a maximum the contractually agreed price for the services to be rendered by the Hotel, less the value of the expenses saved by the Hotel as well as the amount accruing to the Hotel from supplies and services rendered to any other contractual partners instead.

2. The above provisions on the compensation shall apply mutatis mutandis if the Contractual Partner does not make use of the booked services and fails to notify this fact to the Hotel in due time.

3. If the Hotel has granted to the Contractual Partner an option to rescind the Contract within a certain period without any further legal consequences, the Hotel shall not be entitled to any compensation. For the question of whether the declaration of rescission is made in due time, receipt thereof at the Hotel shall be decisive. The Contractual Partner has to declare the rescission in text form.

#### V. Rescission by the Hotel

1. If a rescission right free of charge has been granted to the Contractual Partner according to IV clause 3, the Hotel shall likewise be entitled to rescind the Contract within the agreed period in the event that other guests and customers inquire for the booked rooms and meeting spaces and the Contractual Partner does not waive its rescission right free of charge pursuant to IV clause 3 after being requested to do so by the Hotel.

2. If an agreed advance payment or security, or such advance payment or security as requested pursuant to III clause 5, is not performed, also after expiry of a reasonable grace period set by the Hotel, the Hotel shall also be entitled to rescind the Contract.

3. Moreover, the Hotel is entitled to extraordinary rescission of the Contract for good cause, in particular if

- force majeure or other circumstances not attributable to the Hotel make it impossible to perform the Contract;
- misleading or incorrect statements on material facts have been used in booking events, for example with respect to the name of the organiser or the purpose of event;
- the Hotel has good reason to assume that the event may jeopardise the Hotel's smooth business operations, safety, or reputation in the public, without such matters being attributable to the Hotel's scope of control or organisation;
- unauthorised sub-letting or re-letting according to II clause 3 exists;
- a case of VI clause 3 exists;
- the Hotel has gained knowledge of the fact that the financial situation of the Contractual Partner has considerably worsened after conclusion of contract, in particular if the guest does not settle due claims of the Hotel or does not provide sufficient security and as a result payment claims of the Hotel appear to be jeopardised;
- the Contractual Partner has filed an application for the opening of insolvency proceedings on its assets, submitted an affidavit of means pursuant to section 807 of the German Code of Civil Procedure (Zivilprozessordnung – ZPO), initiated extra judicial proceedings for the settlement of debts or suspended its payments.

• insolvency proceedings are opened on the assets of the Contractual Partner or the opening of insolvency proceedings is rejected for lack of assets.

4. The Hotel is obliged to inform the Contractual Partner in text form of the exercise of the right of rescission without undue delay.

5. In the above cases of rescission, the Contractual Partner shall not be entitled to compensation for damage.

#### VI. Arrival and departure

1. The Contractual Partner is not entitled to the provision of specific rooms unless the Hotel has confirmed the provision of specific rooms in text form.

2. Booked rooms shall be available to the Contractual Partner from 3.00 p.m. on the agreed date of arrival. The Contractual Partner shall not be entitled to earlier provision unless it has agreed on this with the Hotel in text form.

3. Booked rooms shall be claimed by the Contractual Partner or by the respective participants of the event on the agreed date of arrival by 4.00 p.m. at the latest. Unless a later time of arrival has expressly been agreed, the Hotel shall have the right, after 4.00 p.m., to place the booked rooms with other customers, without the Contractual Partner being able to claim any compensation as a result. In this regard the Hotel is entitled to rescission.

4. On the agreed date of departure, the rooms shall be vacated and placed at the Hotel's free disposal by 12.00 p.m. at the latest. For rooms not vacated by then, the Hotel may charge, beyond the damage incurred to it thereby, until 4.00 p.m. the daily room rate for the additional use of the room and from 4.00 p.m. 100% of the full applicable price for board and lodging. The Contractual Partner is free to prove to the Hotel that no damage or a considerably lower damage was incurred to the Hotel.

#### VII. Changes in number of participants and time of event

1. Upon placing the order, the Contractual Partner is obliged to indicate to the Hotel how many persons are expected to participate in the event. Four working days prior to the event at the latest, the Hotel must receive notice of the final number of participants in text form so as to ensure thorough preparation. A change in the number of participants by more than 5% shall require the Hotel's consent.

2. When charging services to be rendered by it based on the number of registered participants (such as food and beverage), the Hotel shall calculate its price based on the actual number of persons present if the registered and contractually agreed number of participants increases. If the contractually agreed number of participants decreases by more than 5%, the Hotel shall be entitled to charge for the contractually agreed number of participants less 5%.

3. If the number of participants decreases by more than 10%, the Hotel shall be entitled to reasonably increase the prices and to change the confirmed rooms unless such increase and/or change would be unreasonable for the Contractual Partner. The prices may also be changed by the Hotel if the Contractual Part-

ner subsequently wishes to make changes to the number of the participants, the services of the Hotel or the duration of the event, and the Hotel gives its consent thereto. If a separable part of a booked event is not used, the Hotel may request reasonable compensation for the part not called pursuant to the provisions of IV clause 1 a) to c).

4. The Contractual Partner is free to prove that the Hotel's expenditure savings are higher.

5. If the agreed times scheduled for the beginning and the end of the event are postponed without the Hotel's prior consent in text form, the Hotel may invoice additional costs for the provision of personnel and equipment unless the Hotel is responsible for such postponement.

6. For events lasting later than 11.00 p.m., the Hotel may, unless otherwise provided, charge its personnel costs as of such time on an itemised basis. Moreover, the Hotel may invoice travel expenses incurred to its staff on an itemised basis if they have to leave for home outside public transport operating hours.

#### **VIII. Food and beverages brought in**

The Contractual Partner may bring along food and beverage to the events only if this is agreed with the Hotel in text form. In these cases the Hotel may charge a service fee to cover the overhead costs.

#### **IX. Holding of the event**

1. If the Hotel obtains technical or other equipment for the event from third parties for and on instruction of the Contractual Partner, it shall act on behalf of, on authorisation by and for the account of the Contractual Partner. The Contractual Partner is liable for careful handling and orderly return of such equipment. It shall indemnify the Hotel from any claims asserted by third parties resulting from the use of such equipment.

2. The use of electrical equipment owned by the Ordering Party or the Contractual Partner with the Hotel's power mains shall require the Hotel's prior consent in text form. Any disruptions or damage to the Hotel's technical installations resulting from the use of such devices and equipment shall be borne by the Contractual Partner unless such damage is attributable to the Hotel. The Hotel is entitled to record and charge the electricity costs resulting from such use on a flat-rate basis.

3. With the Hotel's consent, the Contractual Partner is entitled to use its own telephone, telefax and data transmission equipment. The Hotel may charge line and connection fees for such use. If the connection of the Contractual Partner's own systems results in the Hotel systems suitable for the intended purpose remaining unused, a reasonable compensation for loss of use may be charged.

4. The Hotel shall endeavour to remediate immediately any disruptions to the technical or other equipment provided by the Hotel as notified by the Contractual Partner without undue delay. Payment may not be withheld or reduced unless such disruptions are attributable to the Hotel.

5. The Contractual Partner is obliged to procure at its own expense all consents of the authorities as may be required to carry out the event. It is responsible for complying with such consents as well as any other provisions under public law in connection with the event. If the Contractual Partner delegates performance of services as part of the event (such as assembly works, etc.) to third parties, the Contractual Partner shall ensure observance of all relevant occupational protection and safety regulations.

6. The Contractual Partner is responsible for satisfying the formalities and for settlement with the competent institutions (e.g. GEMA) as required within the scope of music performance and sound systems arranged by the Contractual Partner itself.

7. The Contractual Partner may not use names and trademarks of the Hotel as part of advertising for the event except as agreed on in advance with the Hotel.

#### **X. Items brought in**

1. Should the Contractual Partner bring along exhibition pieces or other items – even personal items – to the event rooms/the Hotel, it shall do so at its own risk. 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 shall not apply to losses arising from injury to life, limb or health. Also excluded from this liability exemption are all cases in which safe custody constitutes a duty typical for the contract in question.

2. Decoration material brought along must comply with the fire prevention regulations for which the Hotel is entitled to request a confirmation issued by the competent authorities. If such confirmation is not furnished, the Hotel shall be entitled to remove material already brought along at the customer's expense. Given the potential damage involved, installation and mounting of items shall require prior consultation and agreement with the Hotel.

3. After the end of the event, the exhibition or other items brought in shall be removed without undue delay. The Hotel is entitled to remove and store any items left behind at the Contractual Partner's expense. If such removal involves an unreasonably high expenditure, the Hotel is entitled to leave the items in the room in which the event took place and to charge the respective rent for such room for the time during which the items remain therein. The Contractual Partner is reserved the right to prove that less damage was incurred and the Hotel is reserved the right to prove that higher damage was incurred.

4. Packaging material (cardboard, boxes, plastic material, etc.) attributable to the Contractual Partner or a third party in connection with the delivery of items for the event shall be disposed of or removed by the Contractual Partner. If the Contractual Partner leaves packaging material in the Hotel, the Hotel is entitled to dispose of it at the Contractual Partner's expense.

#### **XI. Liability of the Contractual Partner**

1. The Contractual Partner shall be liable for all damage to buildings or fixtures caused by event participants and/or visitors, employees, other third parties from Contractual Partner's sphere or by the Contractual Partner itself or its legal representatives and agents.

2. The Hotel may request the Contractual Partner to provide reasonable security to cover any claims for damage (e.g. insurance, guaranty deposits, guarantees).

#### **XII. Liability of the Hotel, limitation**

1. In the event of any disruption to or defects in the services of the Hotel, the Hotel shall endeavour to remedy the same as notified by the Contractual Partner without undue delay. If the Contractual Partner culpably fails to notify the Hotel of a defect, this shall not establish a right to reduce the contractually agreed remuneration.

2. Subject to the statutory provisions, the Hotel shall be liable for all damage arising from injury to life, limb and health as well as in the case of a guarantee given by the Hotel and for malicious non-disclosure of defects.

3. For all other damage not covered by XII clause 2 and caused by slight negligence on the part of the Hotel, its legal representatives or its agents, the Hotel shall be liable only if such damage is attributable to a typical contractual obligation. In these cases liability shall be limited to the damage typically foreseeable for this contract type.

4. The foregoing limitations of liability shall apply to all damage claims, irrespective of their legal ground, including claims in tort. The foregoing limitations and exclusions of liability shall also apply to any claims for damages of a Contractual Partner against employees or agents of the Hotel.

5. For items brought in, the Hotel is liable to the Contractual Partner subject to the statutory provisions, i.e. up to 100 times the room rate, however, up to a maximum of € 3,500.00. For valuables (cash, jewellery etc.), liability shall be limited to € 800.00. The Hotel recommends depositing items in the room safe or central hotel safe.

6. If the Contractual Partner is provided with a parking space in the garage or the car-park of the Hotel, even against payment, this shall not constitute the conclusion of a contract of bailment. The Hotel shall not have any surveillance obligations for the vehicles. If vehicles or the contents of vehicles parked or otherwise situated on the Hotel premises are lost or damaged, the Hotel shall be not liable unless the Hotel has caused such damage by intent or gross negligence. This also applies to agents of the Hotel. The damage must be asserted to the Hotel on departure from the Hotel at the latest.

7. Wake-up services shall be performed by the Hotel with the utmost care. Claims for damages are excluded except in cases of gross negligence or intent.

8. The Hotel shall treat with care messages, mail and consignment of goods for the Contractual Partner and the participants. The Hotel shall ensure delivery, storage and, upon request and against payment, forwarding of the same as well as of found items upon inquiry. Claims for damages shall be excluded except in cases of gross negligence or intent. 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 a reasonable fee.

9. The Contractual Partner's claims for damages shall fall under the statute of limitations no later than two years from the time the Contractual Partner obtains knowledge of the damage, or, irrespective of such knowledge, no later than three years from the damaging event. This shall not apply to liability for damages arising from injury to life or limb as well as for any other damage based on a breach of duty through intent or gross negligence on the part of the Hotel, a legal representative or an agent of the Hotel.

#### **XIII. Final provisions**

1. Changes or amendments to the Contract, to the acceptance of the offer or to these General Terms for Event Organisation must be made in text form. Any unilateral changes or modifications on the part of the Contractual Partner shall be invalid.

2. Place of performance and payment shall be the registered office of the Hotel.

3. The place of jurisdiction – if the Contractual Partner of the Hotel is a merchant or a public-law legal entity – shall be the registered office of the Hotel or, at the Hotel's election, Frankfurt am Main. If the Contractual Partner of the Hotel does not have a general place of jurisdiction within the territory of the Federal Republic of Germany, the place of jurisdiction shall be the registered office of the Hotel. However, the Hotel is entitled to institute complaints and other legal proceedings also at the Contractual Partner's general place of jurisdiction. The hotel is neither prepared nor obligated to take part in dispute settlement proceedings before a consumer arbitration board.

4. The laws of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

5. Should individual provisions of these General Terms and Conditions for Event Organisation be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. The statutory provisions shall apply additionally.

Version: January 2017