

I. Scope of Applicability

1. These Terms and Conditions shall apply to all contracts concerning the rental of hotel rooms for lodging purposes, the rental of the hotel's conference, banquet, and function rooms for the hosting of events such as banquets, seminars, meetings, exhibitions and presentations, etc., and all other additional goods and services rendered in connection therewith by the hotel for the customer.

2. Services are delivered exclusively on the basis of the present General Terms and Conditions for Accommodation and Events; any of the customer's terms and conditions which might contradict or differ from our own, shall only be deemed applicable upon express written agreement.

II. Conclusion of Contract, Parties, Subletting and Reletting

1. The contract shall come into force upon the hotel's acceptance of the customer's booking. These are the parties to the contract. The hotel may, at its discretion, confirm the booking of rooms, events areas or events services in writing.

2. If the content of the booking confirmation does not exactly correspond to that of the customer's application, the booking confirmation shall nonetheless become fully binding for the customer and hotel, unless the customer contests this in writing within a period of 4 weeks of having received the confirmation, and the hotel has clearly indicated this to the customer at the beginning of the 4-week period.

3. The parties to the contract are the hotel and the customer. Should a third party book on behalf of the customer, he and the customer shall be jointly liable vis-à-vis the hotel for all obligations arising from the contract for hotel accommodation or events, insofar as the hotel has received a corresponding statement of the third party. In the case of events bookings, if the customer/ordering party is not the event organiser himself, or if a commercial agent or organiser is being used by the event organiser, then the event organiser shall be liable together with the customer as joint and several debtors for all obligations arising from the contract, insofar as the hotel has received a corresponding statement of the event organiser.

4. The subletting or reletting of rooms, areas or display cases to a third party, the issuing of invitations for interviews, sales promotions, or similar events, and the use of hired rooms for anything other than accommodation purposes, requires the prior written consent of the hotel, whereby section 540, para. 1, sentence 2 of the German Civil Code is waived, insofar as the customer is a business owner.

III. Services, Prices, Payment

1. The hotel is obligated to keep available the rooms, conference rooms, banquet rooms or events areas reserved by the customer in accordance with these Terms and Conditions, and to render the agreed services.

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2. The customer is obligated to pay the agreed or applicable hotel prices for the rented rooms/areas and for any further services used. This shall also apply to services and expenses of the hotel to third parties caused by the customer, and in particular for claims of copyright exploitation companies.

3. Value-added tax as required by law is included in the agreed prices. Should the period between conclusion and fulfilment of the contract exceed 4 months and if the price generally charged by the hotel for such services increases, the hotel may increase the contractually agreed price to a reasonable extent, but by no more than 5%.

4. The hotel may also alter prices if the customer requests subsequent changes to the number of rooms booked, to the hotel services required or to the duration of guests' stay and the hotel agrees to such changes.

5. Hotel invoices not showing a due date are payable and due in full within 10 days of receipt. The hotel shall be entitled at any time to make accumulating accounts receivable payable and due and to demand payment without undue delay. In the event of delayed payment, the hotel shall be entitled to demand the respectively applicable statutory interest on arrears, currently in the amount of 8%, or, for legal transactions involving a consumer, in the amount of 5% above the base interest rate. The hotel expressly reserves the right to prove greater damage.

6. The hotel shall bear the costs of a first reminder notice. For each reminder following the occurrence of default, collection costs amounting to € 2.00 will be levied. The customer shall be free to prove that the above-mentioned claim was not created or not created in the demanded amount.

7. The hotel is entitled to demand reasonable advance payment or a deposit, either upon or after conclusion of the contract, observing the legal provisions for package tours. The value and date of the advance payment may be agreed in writing in the contract. The hotel is also entitled to issue an interim bill for outstanding accounts receivable during the guest's stay at the hotel, and to demand immediate payment thereof.

8. The customer can only offset or reduce a payment request made by the hotel with a claim which is undisputed, legally valid or ready for judgement. Insofar as the customer is a business owner, he is not entitled to reduce the rent. The opportunity remains, however, for the customer to claim back the rent in accordance with principle of enrichment without cause.

IV. Provision of Rooms, Handover and Return

1. The customer does not acquire the right to be provided with specific rooms.

2. Reserved rooms are available to the customer from 15.00 on the agreed arrival date. The customer does not have the right to earlier availability.

3. Rooms must be vacated and made available to the hotel no later than 12.00 on the agreed departure date. After this time, the hotel may charge 50% of the full accommodation rate (rack rate) until 18.00, and 100% from 18.00, on the grounds of delayed vacating of the room for use exceeding the contractual time. Contractual demands of the customer are thereby not justified. The customer shall be free to prove that the hotel has no or significantly lower claim for compensation.

V. Repudiation by the Customer, Annulment, Cancellation

1. Cancellation by the customer of the contract concluded with the hotel requires the written agreement of the hotel. If such agreement is not given, then the price agreed in the contract and services arranged by a third party must be paid, even if the customer does not avail himself of the contractual services. This shall not apply if there is a breach of the obligation of the hotel to take into account the rights, objects of legal protection and interests of the customer, if holding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.

2. Insofar as a date to withdraw from the contract without charge has been agreed in writing between the hotel and the customer, the customer may cancel the contract up to that date without incurring claims for payment or damages on the part of the hotel. The cancellation right of the customer shall expire if he does not exercise his cancellation right in writing vis-à-vis the hotel by the agreed date, insofar as no case pursuant to No.1, sentence 3 *supra* exists.

3. If rooms are not used by the customer, the hotel shall offset the income generated through the reletting of the rooms and the expenses saved.

4. The hotel is at liberty to demand the contractually agreed fee and to state a flat-rate deduction for expenses saved in accordance with Numbers 5 and 6 below.

5. Regarding the hiring of hotel rooms, the customer is obligated to pay 80% of the contractually agreed price for accommodation with or without breakfast, 70% for half-board and 60% for full-board arrangements. The customer shall be free to prove that the above-mentioned claim was not created or not created in the demanded amount.

6. In the event that the hotel's conference/banquet/meeting rooms have been hired for the hosting of events, as well as all associated goods and services rendered by the hotel for the customer, the following applies:

Should the customer cancel between 60 and 30 days prior to the date of the event, the hotel is entitled to charge 90% of the lease price in addition to 35% of the lost catering sales; for later cancellations, the hotel is entitled to charge 90% of the lease price in addition to 70% of the lost catering sales.

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Catering sales are calculated as follows: the cost of the meal planned for the event multiplied by the number of participants. In the event that no price had yet been agreed for the meal, then the least expensive 3-course meal in the current set of event offerings shall apply.

If a seminar flat rate per participant has been agreed, then the hotel shall be entitled to charge, in case of cancellation between 60 and 30 days prior to the date of the event, 60%, and, in case of later cancellation, 85% of the seminar flat rate multiplied by the agreed number of participants.

The deduction for expenses saved shall be taken into account. The customer shall be free to prove that the above-mentioned claim was not created or not created in the demanded amount.

VI. Cancellation by the Hotel

1. Insofar as the cost-free right of cancellation by the customer within a certain time period has been agreed in writing for the customer, the hotel shall be entitled to cancel the contract itself within this period if there are inquiries from other customers regarding the contractually reserved rooms and the customer, upon inquiry by the hotel, does not waive his right of cancellation.

2. If an agreed or requested advance payment pursuant to Clause III Number 7 has not been made, also after the expiration of a reasonable subsequent grace period set by the hotel, then the hotel shall also be entitled to cancel the contract.

3. Furthermore, the hotel has the right to effect extraordinary cancellation of the contract for justifiable cause, e.g.

- if an Act of God or other circumstances for which the hotel is not responsible make it impossible for the contract to be fulfilled,
- if rooms or events are reserved using misleading or false representation of material facts such as the identity of the customer or the purpose of his booking,
- if the hotel has justified cause to believe that the use of the hotel's services or the event could jeopardise the smooth operation of the hotel, its security or its public reputation without these being attributable to the hotel's sphere of dominion or organisation,
- if there is a breach of Clause I, No. 4 *supra*,
- if the hotel acquires knowledge of circumstances that the customer's financial situation has significantly worsened since the conclusion of the contract, that the payment claims of the hotel appear to be endangered, and that the customer is not in a position to pay for services or to provide a deposit within a reasonable time period, despite demands,
- if the customer has filed for an affirmation in lieu of oath pursuant to section 807 of the Code of Civil Procedure, or has initiated out-of-court proceedings for the settlement of debts
- if insolvency proceedings have been filed on the customer's assets, or insolvency proceedings have already begun, or have been suspended due to lack of sufficient assets or for other reasons.

4. The customer has no right to compensation in the event of a legitimate cancellation on the part of the hotel.

VII. Changes in Number of Participants and Times with Regard to Group Bookings and Events

1. An increase in the number of participants by more than 5% must be disclosed to the hotel no later than five working days before the starting date of the event or the arrival date of the group. Such change must be approved in writing by the hotel.

2. Should the customer reduce the number of participants by up to 5%, the hotel will acknowledge this when calculating its charges. Should the number of participants be reduced by a greater percentage, the original agreed number of participants minus 5% shall be used for the basis of the calculation. The customer shall have the right to lower the agreed price if he can prove that a reduction in expenditure arose from the reduction in the number of participants.

3. Should the number of participants exceed the agreed number, the hotel will charge for the actual number of participants.

4. Should the number of participants exceed the agreed number by more than 10%, the hotel shall be entitled to determine the agreed prices and to exchange the confirmed room reservations unless this is unreasonable for the customer.

5. Should the agreed beginning or closing times of the event or half-board/full-board services for groups be delayed and the hotel consents to these deviations, the hotel is entitled to reasonably charge for the added cost of stand-by service, unless the hotel is at fault.

VIII. Bringing of Food and Beverages to Events

The customer may not bring food or beverages to events. Exceptions must be agreed in writing with the hotel. In such cases, the hotel will issue a charge to cover overhead expenses.

IX. Loss or Damage to Property Brought to Events

1. Customers bringing in exhibition items, other objects and personal articles to the events rooms or hotel do so at their own risk. The hotel accepts no liability for loss, destruction or damage, or for property damages, with the exception of cases of gross negligence or intent on the part of the hotel. Exempt from this, are damages resulting from injury to life, body or health. In addition, in all cases in which the safekeeping represents a contractual obligation due to the circumstances of the individual case, release from this liability shall be prohibited.

2. Decorative material brought in must fulfil the technical requirements for fire protection. The hotel is entitled to request official proof to this effect. Should no such proof materialise, then the hotel shall be entitled to remove the brought material at the expense of the customer. Due

to the possibility of damage, prior consultation with the hotel is required for the assembly and installation of items.

3. Brought exhibition items and other objects must be removed immediately following the end of the event. Should the customer fail to do so, the hotel may remove and store such at the customer's expense. Should items remain in the room used for the event, the hotel may charge reasonable compensation for use for the period that they remain there. The customer shall be free to prove that the above-mentioned claim was not created or not created in the demanded amount.

X. Technical Facilities and Connections

1. To the extent the hotel obtains technical and other equipment from third parties, it does so in the name of, with power of attorney and at the expense of the customer. The customer is responsible for the careful handling and proper return of the equipment. The customer shall indemnify the hotel against all third-party claims arising from the provision of these facilities or equipment.

2. The customer shall be liable for malfunctions of or damage to the hotel's technical facilities caused by the use of the customer's electrical systems and equipment, to the extent that the hotel is not at fault. For events, written consent is required for the use of the customer's electrical systems and equipment on the hotel's electrical circuit. The hotel may charge a flat fee for electricity costs incurred through such usage.

3. The customer is entitled to use his own telephone, fax, and data transfer equipment with the hotel's consent. The hotel may charge a connection fee for this. The customer is, of course, permitted to use his mobile telephone free of charge. If suitable hotel equipment remains unused because the customer's own equipment is connected, a charge for loss of revenue may be charged in place of a connection fee.

4. Malfunctions of technical or other equipment provided by the hotel will be remedied promptly whenever possible. To the extent the hotel was not responsible for such malfunction, payment may not be withheld or reduced.

XI. Customer's Liability for Damage

1. Insofar as the customer is a business owner, he shall be liable for all damage to buildings or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the customer and the customer himself. In the case of consumers, the statutory conditions apply.

2. The hotel may require the customer to provide reasonable security (e.g. insurance, security deposits, sureties) in connection with the booking of events.

XII. Hotel Liability

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1. The hotel is liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims made by the customer for reimbursement of damages are precluded, except for such which result from injury to life, body or health, when the hotel is responsible for the breach of the obligation, and other damages arising from intentional or grossly negligent violation of contractual obligations of the hotel. A breach of duty by the hotel shall be considered equal to a breach made by a legal representative or employee. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon the immediate objection by the customer. The customer shall be obligated to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum. The customer is also obligated to notify the hotel in due time if there is a possibility that extraordinarily extensive damage may be incurred.

2. For items brought in to hotel rooms, the following applies: The hotel shall be liable to the customer for property brought in to the hotel in accordance with the statutory provisions, i.e., up to one hundred times the room rate, **not to exceed € 3,500**, and up to **€ 800** for money, securities and valuables. Money, securities and valuables with a value of up to **€ 800** can be stored in the hotel or room safe. The hotel recommends that the customer makes use of these facilities. Liability claims expire if the customer does not notify the hotel immediately after gaining knowledge of the loss, destruction or damage (section 703, German Civil Code). With regard to more extensive liability of the hotel, No. 1, sentences 2 - 4 *supra* shall apply respectively. For items brought in to events, Clause IX No. 1 - 3 of these Terms and Conditions shall apply.

3. Insofar as a parking space is provided to the customer in the hotel garage or in the hotel car park, this does not constitute a contract of safe custody, even if a fee is levied. The hotel accepts no liability for theft or damage to vehicles parked or manoeuvred on hotel property, nor the contents thereof, except for in cases of gross negligence. In such cases, the damage, insofar as it is recognisable to the customer, must be reported to the hotel on leaving the hotel grounds at the latest. No. 1, sentences 2 - 4 *supra* shall apply respectively.

4. Wake-up calls are carried out by the hotel with the greatest possible diligence.

5. Messages, post and deliveries of goods for guests are handled with care. The hotel will deliver, hold and – on request and for a fee – forward such items. No. 1, sentences 2 - 4 *supra* shall apply respectively.

6. All claims against the hotel shall be generally time-barred one year after the commencement of the regular limitation period of section 199, para. 1 of the German Civil Code. Reimbursement of damage claims shall be time-barred after 5 years, irrespective of knowledge or lack thereof through gross negligence. The previously stated reduction of the statute periods shall not apply for claims which are based on injury to life, body, health or freedom, nor to claims based on premeditated breach of duty or gross negligence on the part of the hotel, its legal representatives or its employees.

XIII. Final Provisions

General Terms and Conditions for Contracts Concerning Hotel Accommodation and Events

- 1.** Amendments or supplements to the contract, the booking acceptance, or these General Terms and Conditions for Accommodation and Events should be made in writing. Unilateral amendments and supplements by the customer are invalid.
- 2.** Place of performance and payment is the location of the hotel's registered office.
- 3.** In the event of litigation, the courts at the location of the hotel's registered office shall have exclusive jurisdiction for commercial transactions, including disputes regarding checks and bills of exchange. To the extent a contractual partner fulfils the requirement of the German Code of Civil Practice, section 38, para. 2, and does not maintain a general domestic venue, the courts at the location of the hotel's registered office shall have exclusive jurisdiction.
- 4.** The contract is governed by German law. The application of the UN Convention on the International Sale of Goods (CISG) and the conflict of laws are precluded.
- 5.** Should individual provisions of these General Terms and Conditions for Accommodation and Events be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. Moreover, the statutory provisions apply.
- 6.** Only the original, German-language version of this contract is binding.