

## **GENERAL TERMS AND CONDITIONS FOR EVENT CONTRACTS (APRIL 2019)**

### **§ 1 Area of Application**

- (1) These general terms and conditions apply solely to contracts for rentals of the hotel's conference, banquet, and conventions premises for events as well as all other additional services and goods performed/provided in connection herewith by the hotel (event contract).
- (2) The booking of hotel rooms for lodging purposes is governed solely by the general terms and conditions for hotel accommodation contracts.
- (3) The customer's general terms and conditions shall apply only if these are previously expressly agreed.

### **§ 2 Conclusion of Contract, Parties, Subletting & Re-letting**

- (1) The event contract shall come into force upon the hotel's acceptance of the customer's request. At its discretion, the hotel may confirm the function reservation in written form, e.g. by email or fax.
- (2) Parties to the contract are the hotel and the customer. If a third party has made the reservation on behalf of the customer, this party shall be liable to the hotel jointly and severally together with the customer for all obligations arising from the contract. This shall not apply if the customer confirms to the hotel that the reservation was made on behalf of him/her. Notwithstanding the above, any ordering party is obliged to pass all booking-related information on to the customer, in particular these general terms and conditions.
- (3) The hotel's prior in written form is required if the rooms, areas, or display cases are to be sublet or re-rented to a third party, or if invitations are issued for introductory interviews, sales promotions or similar events. Section 540 (1) second sentence German Civil Code (BGB) is waived insofar as the customer is not a consumer.

### **§ 3 Services, Prices, Payment, Set-Off**

- (1) The hotel is obliged to render the services as ordered by the customer and agreed upon by the hotel in accordance with the contract. The Hotel has the right to fulfill its obligation via third parties.
- (2) The customer is obliged to pay the agreed or applicable price for the services agreed upon and further services the customer consumed. This also applies to services ordered by the guest directly or via the hotel, which a third party provides and the hotel disburses.
- (3) Unless otherwise agreed by the parties, the prices include all taxes and local taxes in effect at the time of the conclusion of contract. This does not include locally levied taxes, which are owed by the guest himself according to the particular municipal law, e.g. visitor's tax (Kurtaxe). If the value added tax (VAT) is changed or if local taxes concerning the rooms and services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted accordingly. This only applies to contracts concluded with consumers, if four months have passed between the conclusion and fulfillment of the contract.
- (4) Hotel invoices not stating a due date are payable without deduction and due immediately upon receipt of the invoice. With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 % or, with legal transactions with a consumer, in the amount of 5 % above the base interest rate. The hotel reserves the right to prove greater damage.
- (5) The hotel is entitled to require a reasonable advance payment or a security, e.g. a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates will be agreed in the contract.
- (6) In justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, the hotel shall be entitled, also after the conclusion of the contract up to the commencement of the stay, to demand an advance payment or a security within the meaning of the above-mentioned § 3 (6) or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration.
- (7) As far as it is not to mutually interdependent demands the customer may only set-off a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

### **§ 4 Withdrawal of the Customer / Non-Utilization of Hotel's Services**

- (1) Insofar as the hotel and customer have agreed upon a date for a cancellation at no cost, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of withdrawal shall expire, if he/she does not exercise his/her right of withdrawal in written form, e.g. by email or fax, vis-à-vis the hotel by the agreed date.
- (2) In case a right of withdrawal pursuant to § 4 (1) is not agreed or already expired the customer can only withdraw from the contract if another statutory right of withdrawal exists or if the hotel gives its explicit consent to the withdrawal in written form, e.g. by email or fax.
- (3) The hotel is entitled to the contractually agreed rate, if a contractual right of withdrawal pursuant to § 4 (1) was not agreed or has expired, a statutory right of withdrawal or cancellation is not given and the hotel does not give its consent to the cancellation of the contract. This applies also even if the rooms are not used by the customer. The hotel must credit the income from renting the premises to other parties as well as for saved expenses in these cases. If the rooms are not alternatively rented, the hotel can demand the contractually agreed rate and assess a lump sum for the saved expenses. Saved expenses can be assessed in a lump sum according to § 4 (4), and § 4 (5). The customer is at liberty to show that the above-mentioned claim was or has not amounted to the demanded sum.
- (4) Food sales are calculated using the following formula: agreed menu price x the number of participants. If no price had yet been agreed for the menu, then the least expensive three-course menu in the current set of event offerings shall apply.
- (5) If a delegate rate per participant has been agreed, then the hotel shall be entitled to charge, with a cancellation until 60 (sixty) days prior to the date of the event, 60 % of the delegate rate x the agreed number of participants (85 % for any later cancellation).
- (6) If the partners entered into the agreement in view of a fair, or a major event and this event is postponed after contract is concluded for reasons beyond the control of either party, this contract is deemed to be valid for the subsequent date if the hotel is able to render the agreed services at that time. The hotel informs the customer within a reasonable period of time if it is able to comply with its duties at the later date. If compliance is not possible, in particular because the requested premises are already booked for a different event at the later date, each of the parties may cancel the contract without further reasons. The parties refrain from any claims against the other. This does not apply to services already rendered. They must be paid in full.

### **§ 5 Cancellation by / Withdrawal of the Hotel**

- (1) Insofar as it was agreed pursuant to § 4 (1) that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time if inquiries from other customers regarding the contractually reserved premises exist and the customer, upon inquiry thereof by the hotel with a reasonable deadline set,

does not waive his right of withdrawal.

- (2) The hotel is likewise entitled to withdraw from the contract, if an agreed advance payment or an advance payment or a security demanded pursuant to the above-mentioned § 3 (5) and/or § 3 (6) is not made even after a reasonable grace period set by the hotel has expired.
- (3) Moreover, the hotel is entitled to effect extraordinary withdrawal from or cancellation of the contract for a materially justifiable cause, in particular
  - if force majeure or other circumstances beyond the hotel's control render the fulfillment of the contract impossible; or
  - if rooms or premises are booked with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts; or
  - if the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization; or
  - in the case of an unauthorized subletting or re-renting pursuant to § 2 (3); or
  - in case the hotel has knowledge that the financial situation of the customer has deteriorated considerably after conclusion of the contract, in particular if the customer does not settle the hotel's due claims or insolvency proceedings has been instituted against him/her.
- (4) In these cases the withdrawal by the hotel constitutes no claims for damages for the customer.

### **§ 6 Changes in Number of Participants and Time of Event**

- (1) The customer is obliged to specify the expected number of participants to the hotel at the time of the booking. In order to ensure thorough preparation the hotel must be notified in written form, e.g. by email or fax, of the final number of participants no later than five working days prior to the event.
- (2) An increase of the number of participants by more than 5 % must be communicated to the hotel no later than five working days before the beginning of the event; the hotel must give its consent, preferably in written form. The invoice will be calculated on the basis of the actual number of participants and will be based on at least 95 % of the agreed higher number of participants. If the actual number of participants is lower, the customer has the right to reduce the agreed price by the expenses saved - to be proven by him - due to the lower number of participants.
- (3) A reduction in the number of participants of more than 5 % must be communicated to the hotel no later than five working days before the beginning of the event. The invoice is based on the actual number of participants, at least 95% of the finally agreed number of participants though. § 6 (2), sentence 3 applies accordingly.
- (4) If the number of participants changes by more than 10 %, the hotel shall be entitled to re-determine the agreed prices and to exchange the confirmed room reservations unless this is unreasonable for the customer.
- (5) With due consideration of its interests the hotel reserves the right to change rooms booked for the contractual partner. Such changes shall not be unreasonable.
- (6) If the event's agreed starting or ending times change and the hotel agrees to such deviations, the hotel may reasonably charge for the added cost for providing staff, premises and equipment, unless the hotel is at fault.
- (7) For events which continue after 11.00 p.m. the hotel may from that time, unless otherwise agreed, charge its staff costs on an itemized basis. Moreover, the hotel may invoice travel expenses incurred by its staff on an itemized basis if public transport is no longer available when they finish their work.

### **§ 7 Bringing of Food and Beverages**

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

### **§ 8 Course of the Event**

- (1) If on the customer's instruction the hotel procures technical or other equipment for the event from third parties, it acts on behalf of, on authorization by and for the account of the customer. The customer is liable for careful handling and the orderly return of such equipment. The hotel is exempt from any third party claims resulting from the use of such equipment.
- (2) The customer needs to obtain the hotel's prior consent in written form to connect his own electrical equipment to the hotel's mains. Any disruptions or damage to the hotel's technical devices which result from the use of such equipment will be at the expense of the customer, unless the hotel is itself responsible for such damages. The hotel may assess and invoice a lump sum for the use of electricity.
- (3) The customer may use his own telephone, fax and data transmission equipment with the hotel's written consent. The hotel may charge for the use of lines and for connection fees. If use of the customer's own installations results in hotel installations suitable for the same purpose remaining unused, a reasonable amount may be charged as compensation.
- (4) In the event of disruptions caused by technical or other equipment provided, the hotel endeavours to rectify the same as soon as it has been notified by the customer. The customer has no right of lien or set-off unless the hotel is responsible for such disruptions.
- (5) The customer is responsible for obtaining all the permits which have to be issued by the authorities for holding the event at his own expense. The customer is obliged to comply with such permits as well as with any other provisions under public law regarding the event.
- (6) Within the scope of musical performances and background sound arranged by the customer him-/herself, he/she has to comply with the formalities and settle any fees which have to be paid to the relevant institutions (e.g. collecting societies) as required.
- (7) The employment of external security staff requires the hotel's prior consent in written form.
- (8) Without the hotel's prior consent in written form the customer is not permitted to use the name and trademark of the hotel for marketing his event.
- (9) The customer indemnifies the hotel with regard to all costs, disadvantages, damages and third-party claims in connection with the event. At the hotel's request the customer will take out appropriate insurance cover and submit proof of insurance to the hotel.

### **§ 9 Items brought in by the Customer**

- (1) Decoration material brought in by the customer must comply with fire safety regulations. The hotel is entitled to request official confirmation of this. The hotel reserves the right to remove this material at the expense of the customer if this confirmation is not provided. Due to possible damages to hotel's property the setting up and installing of items must be agreed with the hotel.
- (2) Exhibits and other items must be removed immediately following the end of the event. If the customer fails to do so, the hotel may remove and store such at the customer's expense. If objects

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remain in the premises used for the event, the hotel may charge a reasonable compensation for use for the period that they remain there. Objects left behind by the customer are forwarded only at the customer's request and at his/her own risk and cost.

- (3) Packaging material, e.g. cardboard boxes, crates, plastic, etc., which occurs in connection with the delivery of the event by the customer or third parties, must be disposed before or immediately after the event by the customer according to the applicable legal provisions. If the customer leaves packaging material in the hotel's premises, the hotel is entitled to dispose it at the expense of the customer.

**§ 10 Liability of the Customer**

- (1) Insofar as the customer is an entrepreneur, 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 itself.
- (2) The hotel may require the customer to provide reasonable security, such as insurances, deposits, guarantees.
- (3) The hotel does not insure any items which the customer provides for the event. Therefore the hotel may ask the customer to take out appropriate insurance for valuable exhibits and to present the insurance certificate prior to the event.

**§ 11 Liability of the Hotel, Statute of Limitation**

- (1) The hotel is liable for harm inflicted on life, limb and physical health. Further it is liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this § 11.
- (2) In case of any disruptions or deficiencies in the service of the hotel, it shall endeavor to remedy the same without delay as soon as it is notified by the customer. The customer shall be obliged to undertake actions reasonable for him/her to eliminate the disruption and to keep any possible damage to a minimum.
- (3) Customer shall bear the risk of damage or loss of exhibits or other items including personal property brought into the event premises. The hotel assumes no liability for loss, destruction, or damage to or of such objects, also not for property damages, with the exception of cases of gross negligence or intent on the part of the hotel. Excepted here from are cases of damage caused as a result of harm inflicted on life, limb and physical health. In addition, in all cases in which the safekeeping represents a contractually typical obligation due to the circumstances of the individual case, release from this liability shall be prohibited.
- (4) For customer's property that was brought in in the context with the accommodation contract the Hotel shall be liable according to the statutory provisions of sections 701 et seq. of the German Civil Code (BGB). The hotel recommends depositing valuables in the hotel safe. Liability claims are forfeited if the customer does not notify the hotel immediately after suffering loss, destruction or damage. If the customer wishes to bring with him money, securities, stocks, bonds or valuables

with a value of more than 800 € or other things with a value of more than 3,500 €, a separate safekeeping agreement is necessary.

- (5) Insofar as a parking space in the hotel garage or a hotel parking lot is provided to the customer, this does not constitute a safekeeping agreement, even if a fee is charged. The hotel only assumes liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and the contents thereof only pursuant to the preceding § 11 (1). In this case a claim for damages must be notified to the hotel at the latest at the time of checking out.
- (6) Messages, mails, and merchandise deliveries for customers shall be handled with care. The hotel will deliver, hold, and, for a fee, forward such items (on request). The hotel only assumes liability according to the preceding § 11 (1).
- (7) Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations period. Damage claims shall be time-barred after five years, dependent on knowledge thereof, insofar as they are not based on claims arising out of harm inflicted on life, limb, physical health or liberty. These damage claims shall be time-barred after ten years, independent of knowledge thereof. The reduction of the statute of limitation periods shall not apply to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

**§ 12 Final Provisions**

- (1) Amendments and supplements to the contract, the acceptance of offers or these general terms and conditions should be made in written form. Unilateral amendments or supplements by the customer are invalid.
- (2) For commercial transactions the place of performance and payment as well as, in the event of litigation, including disputes for checks and bills of exchange, the exclusive court of jurisdiction is at the discretion of the hotel either at its registered office or Berlin. Insofar as a contracting party fulfills the requirements of section 38 (2) of the German Code of Civil Procedure (ZPO) and does not have a place of general jurisdiction within Germany, the courts at the registered office of the respective operating company shall have exclusive jurisdiction. However, the hotel reserves the right to institute lawsuits and other legal proceedings at the court of jurisdiction of the customer.
- (3) The contract is governed by and shall be construed in accordance with German law. The application of the UN Convention on the International Sale of Goods (CISG) and Conflict Law are precluded.
- (4) Should individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. Apart from that the statutory provisions shall also apply.

**N.B.: The German version of the General Terms and Conditions takes precedence over the English version. In case of doubt, the German version shall be taken as reference.**