

## General terms of business for functions

### Scope

1. These terms apply to contracts for the hire of rooms in the hotel for the purpose of conferences, banquets, seminars and other events, as well as to all other services and supplies connected with any of these.
2. Rooms, space and showcases may not be sublet to third parties without the hotel's prior written consent. Likewise, invitations to sales presentations and similar events shall require the hotel's prior written consent.
3. The organizer's terms of business shall apply only if this has been expressly agreed in writing.

### Conclusion of contract, contractual partners and liability

1. The contract shall be considered as concluded when the organiser receives the hotel's confirmation of their order. The organiser and the hotel shall constitute the partners to the contract.
2. If the customer is not the organiser, or a professional agency and/or organiser is used for the event, then these shall be jointly and severally liable with the customer for all its contractual responsibilities.
3. The hotel shall be liable for its own obligations under the contract. This liability shall be limited to failure to provide goods and services properly or at all due to deliberate actions or gross negligence on the part of the hotel. The organiser shall also provide the hotel with timely notice of any unusually large loss or damage which could occur.

### Services, prices, payment

1. The hotel shall provide the services ordered by the organiser and agreed by the hotel.
2. The organiser shall pay the agreed prices for these services. This shall also include services supplied by third parties, and payments made by the hotel to third parties, in connection with the event.
3. The agreed prices include value added tax at the current rate. Any increases in value added tax shall be borne by the organiser. If the contract is signed more than four months before the event and the price normally charged by the hotel for such services increases in the meantime, the contractual price may be increased accordingly, but not by more than 10%.
4. Invoices issued by the hotel without a due date shall be paid in full within 10 days of the invoice date.
5. If any invoice is paid late, the hotel may refuse to provide any further services to the organizer, having first sent a reminder specifying a final date for payment and pointing out the possible consequences of a default.
6. The acceptance of credit cards shall be entirely at the hotel's discretion, regardless of whether it displays a notice stating that it accepts one specific card, or credit cards in general. Moreover, cheques, credit cards and other means of payment shall be accepted only with a view to performance.
7. The hotel may demand an appropriate advance payment at any time. The amount and due date may be defined in the contract.

### Withdrawal by the hotel

1. If the advance payment has not been made, the hotel shall grant a reasonable extension and notify the organizer that it may withdraw if the payment is not made. If it is still not paid, the hotel may withdraw from the contract.
2. The hotel may also withdraw from the contract if it has good reason to do so, for example if
  - force majeure or other conditions beyond its control make fulfilment of the contract impossible;
  - the organiser makes significantly misleading or incorrect
  - statements when making the booking, for example concerning the identity of the organiser or the purpose of the event;
  - the hotel has good reason to believe that the event could adversely affect its business, or present a safety risk, or damage its public reputation, due to circumstances beyond its control.
  - the organizer commits a breach of paragraph 2 of the "scope" section of the contract.
3. The hotel shall immediately inform the organiser when exercising its right to withdraw from the contract.
4. The organizer shall not be entitled to claim damages from the hotel except in the case of deliberate actions or gross negligence on the part of the hotel.

### Withdrawal by organizer

1. The organizer may withdraw from this contract in writing up to 45 days before the date of the event. If it cancels after this date, 80% of the agreed charge will be payable, based on the contractually agreed number of persons and the services required, and the contractual room preparation charge will also be payable in full. The above cancellation fee shall apply even if the organizer cancels only part of the services.

### Changes in the number of participants

1. The organizer shall notify the hotel of the final number of participants not later than four working days before the event. If fewer than the agreed number of participants attend, but the shortfall is less than 5%, the hotel will accept this and charge for the smaller number. If the shortfall is more than 5%, the hotel will charge for the agreed number. If more than the agreed number attend, the charge will be based on the actual number of participants.
2. If the difference is more than 10% either way, the hotel may set new prices and allocate different rooms, provided this is acceptable to the organizer.

### Reservation option

1. If the organizer does not wish to commit itself to a firm reservation, the hotel may grant an option for a specific period. If no contract has been signed at the end of this period, the option shall automatically be cancelled.

### Extensions of use, additional services

1. The rooms shall be made available only for the agreed period, and any extension must be approved by the hotel.
2. A special service charge shall apply for events lasting beyond midnight. The charge for events attended by up to 20 persons shall be EUR260 per hour or part of an hour, or EUR 170 for more than 20 persons. A charge of EUR 30 per employee per hour or part of an hour shall be made for the assembly and dismantling of any equipment which requires the assistance of our technicians.
3. Any costs other than those specified in the contract, such as telephone and bar charges and additional food and beverages, shall be paid by the individual participant concerned. If the participant fails to do so, the organizer will be held jointly liable.

### GEMA (German society for performing rights)

1. All musical events shall be notified in advance to GEMA. GEMA's fees shall be paid by the organizer, which hereby exempts the hotel from any liability in this respect

### Own food and beverages

1. The organizer may not bring its own food and beverages to the event.

### Technical equipment and connections

1. If the hotel obtains technical and other equipment from third parties at the organizer's request, it is acting on behalf of and for the account of the organizer. The organizer shall be liable for the careful treatment of such equipment and its safe and orderly return, and shall indemnify the hotel against any claims by third parties in connection with the provision of such equipment.
2. The organizer may not use its own electrical equipment powered from the hotel's power supply without the hotel's prior written consent. Any disturbance or damage to the hotel's facilities caused by the use of such equipment, and which is not the fault of the hotel, shall be the organizer's liability. The hotel may charge a flat rate for the power supplied.
3. Any defects in equipment provided by the hotel will be repaired immediately if possible. The organizer may not withhold or reduce payment as a result of such defects, unless they are the hotel's fault

### Loss or damage to property brought into the hotel

1. Exhibits, personal belongings and other items brought into the hotel are entirely at the risk of the organizer. The hotel will not accept any liability for loss or damage, except as a result of its own gross negligence or deliberate actions.
2. Any decorative materials brought into the hotel for use at the event shall conform with fire regulations. The hotel may require official confirmation of such compliance, and any items to be displayed must be approved by the hotel beforehand to prevent possible damage.
3. Any packing materials, exhibits or other items brought into the hotel shall be removed immediately after the end of the event. Failing this, the hotel may arrange for their removal and storage at the expense of the organizer. If items are left in the hired rooms, the hotel may charge rent for those rooms while they remain there. If the loss suffered by the hotel is less than the amount which it charges, the burden of proof shall lie with the organizer.

### Organizer's liability for damage

1. The organizer shall be liable for all damage to buildings or furnishings caused by participants in or visitors to the event, or by itself, its employees or other third parties.
2. The hotel may require the payment of a reasonable security deposit by the organizer.

### Final conditions

1. Any alterations or additions to this contract, to the confirmation of a booking or to these terms of business shall be made in writing. Any changes or additions made unilaterally by the organizer shall be invalid.
2. The place of performance and payment shall be the hotel's registered office.
3. The sole place of jurisdiction for any commercial disputes arising from this contract, including those concerning cheques and bills of exchange, shall be the hotel's registered office. If one of the parties to the contract meets the conditions laid down in § 38.1 of the Civil Proceedings Regulations and is not domiciled within the country, the place of jurisdiction shall be the hotel's registered office.
4. German law shall apply.
5. If any individual conditions of these terms of business are invalid or unenforceable, the validity of the remaining clauses shall not be affected and the relevant legal requirements shall continue to apply