

General Terms and Conditions of Business for Events

I. Scope

- 1) These Terms and Conditions apply to agreements for the letting of conference, banqueting and other function rooms of the hotel for events such as banquets, seminars, conferences, exhibitions, trade fairs etc. and for all associated goods and services provided by the hotel.
- 2) Subletting of the rented rooms or any other rented object and their use for job interviews, sales or similar events shall require the prior written approval by the hotel. § 540, paragraph 1, clause 2, BGB [German Civil Code], shall not apply, unless the customer is a consumer. At any rate, the organiser must impose the general obligations contained in the agreement or these General Terms and Conditions on any third party that organiser sublets the rooms to and point out to such third party the duties of care generally applying to a tenancy, in particular the duty to handle the rented object with care.
- 3) The organiser's Terms and Conditions shall apply only if agreed upon in writing beforehand.

II. Defects, Liability, Limitation of Actions

- 1) The hotel shall fulfil its contractual obligations with the due diligence of a prudent businessman. Any claims to compensation on the part of the organizer shall be excluded. Losses arising from harm to life, physical injury or damage to health where the hotel is responsible for the violation of the obligation, other losses based on a deliberate or grossly negligent violation of obligations on the part of the hotel and losses based on a deliberate or negligent violation by the hotel of obligations typical for the Agreement shall be excluded herefrom. Any violation of obligations by a statutory representative or vicarious agent shall be regarded as equivalent to violation by the hotel. In the event of faults or defects in the services provided by the hotel, the hotel shall endeavour to remedy the defect as soon as it becomes apparent, or in response to the complaint of the organiser, which must be lodged without undue delay. The organiser undertakes to take all reasonable measures to eliminate the fault and to keep any possible losses to a minimum. Apart from that, the organiser undertakes to advise the hotel in due time of the possibility of an exceptionally high loss.
- 2) If the organiser uses a parking space in the hotel garage/on the hotel car park – including for a fee -, this is done outside the agreement for the letting of hotel rooms in the context of a separate contractual relationship with the operator of the garage or car park. No custody agreement is concluded with the hotel.
- 3) Messages, mail and parcels for the customer shall be handled with due diligence. The hotel will take care of delivery, storage and – if expressly desired – forwarding of same in return for a fee. Apart from that, II., 1) shall apply.
- 4) Any claims against the hotel shall as a rule become statute-barred one year from the start of the standard limitation period, which starts to run when the obligee has knowledge of the circumstances giving rise to the claim, as per

section 199, paragraph 1, BGB. Claims for damages shall become statute-barred independent of knowledge after five years. The reduction of the periods of limitation shall not apply to claims based on a deliberate or grossly negligent violation of obligations on the part of the hotel.

III. Services, Prices, Payment, Offset

- 1) The hotel undertakes to provide the agreed services.
- 2) The organiser undertakes to pay the agreed prices or such prices as are usually asked by the hotel for the agreed and other goods and services used. This shall also apply to goods and services (including ancillary services such as consumption, telephone calls etc.) used by those accommodated in the hotel on the basis of this agreement and/or by participants in the event or by visitors.
- 3) The agreed prices include the statutory value-added tax. Should the period between conclusion and fulfilment of the agreement exceed four months and should the statutory value-added tax change within that period, then the prices shall be adjusted accordingly.
- 4) Should the period between conclusion and fulfilment of the agreement exceed four months and should the price the hotel generally charges for such services increase, then the price contractually agreed upon may be increased by a reasonable amount, subject however to a maximum of 5%. The maximum shall be increased by another 5% for each additional year between conclusion and fulfilment of the agreement in excess of the four months. Price changes according to number 3 shall not be considered.
- 5) If a conference flat rate is agreed, then it shall be understood to be per event day and participant, unless otherwise agreed.
- 6) Invoices without a due date issued by the hotel shall be due and payable without deduction within ten days of receipt of the invoice. If the hotel has granted the organiser a credit period or other credit and if the organiser defaults on payment with regard to this or any other payment obligation to the hotel, then the credit period or other credit may be cancelled and all accounts receivable may be made due and payable immediately. In the event of default on payment, the hotel shall be entitled to demand the applicable statutory default interest. The hotel shall retain the right to demonstrate that it has incurred a greater loss and in that case, the customer shall retain the right to demonstrate that the hotel has not suffered as great a loss.
- 7) The organiser may offset only uncontested or final counter-claims against claims by the hotel or exert a right of retention in this respect.

IV. Rescission by the Hotel

- 1) If and in so far as prepayment is agreed with the organiser and the organiser fails to pay even after a reasonable extension set by the hotel warning that payment will not be accepted on expiry of the extension, the hotel shall at its

option be entitled to rescind the agreement or claim damages for non-fulfilment. V.2) shall apply by analogy to the assessment of the loss.

- 2) Furthermore, the hotel shall be entitled to rescind the agreement for substantive cause, e.g. if
 - ▶ force majeure or other circumstances for which the hotel cannot be held responsible make it impossible or unreasonably difficult for the hotel to fulfil the agreement;
 - ▶ function rooms are booked making misleading or false statements as to material facts, e.g. regarding the person of the organiser or the purpose of the renting;
 - ▶ the hotel has justified cause to assume that the use of the hotel's goods and services may endanger the smooth running of the business, security or the hotel's reputation in the public eye, in areas the hotel is unable to control or to organise;
 - ▶ I.2) has been violated.
- 3) The organiser shall not be entitled to compensation in the event of rescission for cause by the hotel.
- 4) If in the event of rescission according to 2) or 3) above the hotel is entitled to compensation from the customer, then the hotel shall be entitled to claim a lump-sum. In that case, V. , 2) shall apply mutatis mutandis.

V. Rescission / Cancellation by the Organiser

- 1) The organiser shall only be entitled to rescind the agreement for the renting of function rooms it has concluded if this has been agreed upon in writing in the agreement. If any right of cancellation granted has not been exerted within the term agreed, then the right shall have become extinct on expiry of the term and the agreement shall remain in full force with the consequence that the organiser must pay the agreed consideration even if it does not use the goods and services ordered, in particular the function rooms reserved. The consideration shall also include a compensation for lost sales of food and beverages according to V. , 2).
- 2) If it has been agreed with the organiser that in the event of rescission within defined terms it must pay a compensation for lost sales of food and beverages (in the form of a defined percentage), then the relevant food sales shall be calculated in accordance with the following formula: menu price for banquet times number of persons.
 If no price has yet been agreed for the menu, then the most inexpensive three-course menu in the event range valid at the agreed time of the event shall be used as basis.
 For the purpose of calculating the compensation for lost beverage sales, 30% of the total food sales shall be defined as beverage sales basis, of which 80% shall be applied as compensation for lost beverage sales.
 If a conference flat rate is agreed, then 80% of the flat rate shall be applied as consideration owed according to V.1).
- 3) Numbers 3 to 5 above take account of the deduction for expenses saved. The organiser shall retain the right to demonstrate that the hotel has not incurred the loss specified above or not as great a loss. The hotel shall retain the right to demonstrate that it has suffered a greater loss.

VI. Amendments to the Number of Participants or to the Date of the Event

- 1) The hotel's event department must be advised in writing no later than 24 hours prior to the start of the event of any reduction in the number of participants of not more than 5% compared to the agreed number of participants (in the case of an "approximate number", the absolute figure specified in digits shall apply) and the reduction will be taken into account in the invoice as a deduction.
- 2) The hotel's event department must be advised in writing (or by fax) no later than five working days prior the start of the event of any reduction in the number of participants of more than 5% compared to the agreed number of participants (in the case of an "approximate number", the absolute figure specified in digits shall apply). Unless the hotel approves of a deviation in writing, the agreed number of participants less 5% shall be taken as basis for the invoicing in such a case.
- 3) If the number of participants is reduced by more than 10%, VI.2) shall apply by analogy with the proviso that the hotel in addition to that shall be entitled to adjust the agreed prices upward to a reasonable extent. Furthermore, the hotel shall in such a case be entitled to provide suitable rooms other than those agreed, unless this would be unacceptable to the organiser.
- 4) In the event of an increase in the number of participants compared to the agreed number, the invoice shall be based on the actual number of participants.
- 5) If without prior approval by the hotel, the agreed start and/or finish dates are changed, the hotel shall be entitled to make a reasonable charge for its readiness for service provision, unless the hotel is at fault.

VII. Food and Beverages Brought to the Premises

The organiser must as a rule bring food and beverages to the event only if the hotel has approved of this in writing beforehand. Approval may be made conditional on the payment of an amount to cover overhead expenses.

VIII. Technical Facilities and Connections

- 1) If and to the extent that the hotel procures technical and other equipment from third parties for the organiser at the latter's request, the hotel shall act on behalf and for the account of the organiser. The organiser shall assume liability for treating the equipment with due care and for its correct and proper return. The organiser shall indemnify the hotel against any third-party claims arising from the provision of such equipment.
- 2) The hotel's prior consent in writing shall be required before the organiser uses the hotel's own mains supply and other networks to run its electrical and other technical equipment. If connection of the organiser's own equipment means that suitable equipment available from the hotel is not used, then consent may be made conditional on the payment of a non-use compensation. The organiser shall be liable for any disturbance or damage caused to the hotel's mains supply

and other installations occurring due to the use of its equipment, unless the hotel can be held liable for this. The hotel may charge the energy costs incurred by the use of such own equipment of the organiser separately in the form of a reasonable flat-rate.

- 3) If the organiser wishes to use its own telephone, fax or other communication installations, then this shall require the hotel's prior written consent. Consent may be made conditional on the payment of a connection fee.

IX. Loss of or Damage to Items Brought to the Premises

- 1) Exhibition or other items including personal items brought onto the premises shall be kept in the function rooms or in the hotel at the organiser's risk. The hotel does not assume any liability for loss, destruction or damage, including pecuniary loss, except for cases of gross negligence or intent on the part of the hotel. Excepted from this is damage to life and limb or health. Also excluded from this release from liability is any case in which the safekeeping is an obligation typical for the type of agreement due to the circumstances of the individual case. Except for the cases specified in sentence 4, any custody agreement shall require an express agreement.
- 2) Any exhibition or other items brought onto the premises shall be removed without undue delay after the end of the event and must not be deposited even temporarily in any other publicly accessible place at the hotel. If the organiser fails to comply with this, then the hotel shall be entitled to remove and store the items at the organiser's expense and risk. If the items remain in the function room, then the hotel shall be entitled to charge the agreed provision costs and room rent for the time the items remain. The organiser shall retain the right to demonstrate that the hotel has incurred a lesser loss, while the hotel shall retain the right to demonstrate that it has incurred a greater loss.

X. Organiser's Liability and Other Obligations

- 1) If the organiser is an entrepreneur, it shall be liable for any and all damage caused to the hotel building and its facilities by the organiser, participants in the event, visitors to the event, the organiser's employees or any other third party assigned to the organiser's sphere. It shall be the organiser's responsibility to prove that it was not at fault.
- 2) The organiser shall ensure that all waste is disposed of properly in accordance with the relevant legal regulations regarding separation and other treatment. If the organiser leaves waste, the hotel shall be entitled to charge the cost of disposal according to the regulations and any associated special cleaning of the rooms.
- 3) The use of external security services shall require the prior consent of the hotel.
- 4) Any decorative materials brought onto the premises must comply with the requirements imposed by the fire authorities. The hotel shall be entitled to request an official certificate of this. In view of possible damage, the setting up or installation of decorative and similar materials must be discussed and agreed with the hotel beforehand.

- 5) Any official permits required for the event shall be procured by the organiser in due time at his own expense. The organiser shall be responsible for compliance with public-law conditions and other regulations.

- 6) If there is a reason, the hotel shall be entitled to demand appropriate securities.

XI. Final Provisions

- 1) Any amendment or additions to the agreement for the letting of function rooms or these Terms and Conditions shall only be valid if made in writing.
- 2) Place of performance and payment shall be Berlin.
- 3) The court of the place of performance specified in XI., 2) shall have exclusive jurisdiction for any matters including disputes on cheques and bills of exchange. The competence of that court is hereby agreed upon at any rate also in relation to such organisers that meet the prerequisites set down in § 38, paragraph 1, ZPO [German code of civil procedure] and/or have no place of general jurisdiction in Germany (the hotel being entitled in the latter case at its option also to sue the organiser at its place of general jurisdiction abroad).
- 4) German law shall apply.
- 5) Should individual provisions of the agreement for the letting of function rooms and/or these Terms and Conditions be or become invalid, then this shall not affect the validity of the other provisions.