

General terms and conditions for events

1. Scope of validity

- 1.1. These general terms and conditions shall apply to contracts concerning the rental of conference, banquet and function rooms for the purpose of staging events such as banquets, seminars, conferences, exhibitions, etc. as well as any other supplies and services on behalf of the customer.
- 1.2. The customer's general terms and conditions shall only apply if this has been agreed to in advance.

2. Contract signing, contract partner and contract liability; statutory limitation

- 2.1. The contract shall not come into effect until the hotel has issued its confirmation in written form to the organiser.
- 2.2. The parties to the contract shall be the hotel and the organiser.
- 2.3. The sub-letting of the rooms rented or any other rented object as well as the use thereof for interviews, sales or other similar events shall be subject to the hotel's prior approval in written form. In any case, the organiser shall be obliged to impose upon any third parties whom he allows to use the rooms the general obligations contained in the contract and in these general terms and conditions. Furthermore, the organiser shall inform such third parties of the general duties of care, in particular, the careful handling of the object rented, that exist within the scope of the rent agreement.
- 2.4. The hotel shall be liable for its obligations under the contract. In conjunction with non-typical services, liability shall be limited to intent and gross negligence.
- 2.5. The statutory period of limitation for any claims of the customer shall be six months.
- 2.6. Such liability limitation and statutory period of limitation shall apply in favour of the hotel even in the case of a violation of obligations during the run up to the contract and in any case of breach of contract.

3. Services, prices, payment and setting off

- 3.1. The hotel shall be obliged to perform the services agreed to.
- 3.2. The Organiser shall be obliged to pay for the agreed services and any other services obtained by him at the price agreed to with the hotel. This shall apply also to any services and expenses performed or incurred by the hotel which the organiser orders for third parties and which are used by third parties who by virtue of this contract are guests or participants in an event or visitors.
- 3.3. The prices agreed to shall include value added tax at the rate applicable at the time of entering the contract. In the event of an increase in statutory VAT, prices shall be automatically adjusted. In the event that the period of time between the time of entering into the contract and contract performance exceeds four months and further in the event that the price charged by the hotel for such services is generally increased, the contractually agreed price may be increased at a reasonable rate.
- 3.4. Prices may also be changed by the hotel in the event that the customer subsequently requests a change in the number of rooms booked, in hotel services, or in the duration of the stay and if the hotel agrees to such change in written form.
- 3.5. Invoices issued by the hotel without a pay-by date shall be payable within 10 days after receipt without any deduction. The hotel shall be entitled to declare receivables as due and to demand immediate payment. In the event of default, the hotel shall be entitled to demand interest at a rate of 5% above the respective basic interest rate of the European Central Bank. The hotel shall be entitled to furnish proof of higher damage.
- 3.6. The Hotel shall be entitled – at the time of entering into the contract or later – to demand a reasonable down payment or security, taking the legal regulations into consideration. The amount of such down payment and the payment deadlines shall be as laid down in the contract.
- 3.7. Only an undisputed or unappealable claim shall entitle the customer to offset or reduce any amount payable to the hotel.

4. Cancellation by the hotel

- 4.1. In the event that pre-payments have been agreed to with the organiser, and in the event that the organiser fails to effect such payment within a reasonable respite period granted by the hotel, the hotel shall be entitled at its own discretion to cancel the contract or to claim damages due to non-performance pursuant to section 5.
- 4.2. Furthermore, the hotel shall be entitled to cancel the contract for cause, e.g. in the case of
 - force majeure or any other circumstances for which the hotel is not responsible and which render performance of the contract impossible,
 - function rooms have been booked under misleading or false representations (who the customer is, purpose of renting, etc.),
 - the hotel has reason to believe that the performance of the contract might endanger the smooth operation of the hotel, the safety or the reputation of the hotel in the public without this being due to the Hotel's management or organisation,
- 4.3. The hotel shall notify the organiser immediately that it is to exercise its right of cancellation.
- 4.4. In the event of justified cancellation by the hotel, the customer shall not be entitled to damages.

5. Cancellation by the organiser

- 5.1. The organiser shall only be entitled to cancel if cancellation has been agreed to in written form in the contract concerning the renting of function rooms. In the event that a right to cancel was not exercised within the time limit, such right to cancel shall expire and the contract shall remain in full force with the consequence that the organiser shall be obliged to pay even if he fails to make use of the services and supplies ordered, in particular, the function rooms ordered. Such payment shall also include compensation for lost food and beverage sales.
- 5.2. The hotel shall in any case be entitled to charge the agreed rent in as far as renting to a different party was not possible.
- 5.3. In the event that food and beverage sales are agreed to, such sales shall be billed on a pro-rata basis in the case of cancellation: cancellation less than 6 weeks before the event begins: 30%, cancellation less than 4 weeks before the event begins: 50%, cancellation less than 2 weeks before the event begins: 70%. In the event that no price has been yet agreed to for menu/buffet and beverages, the lowest-price 3-course menu or buffet plus beverages of the respective event offer shall be applied. Expenditure savings shall be hereby offset.
- 5.4. In the event that conference flat-rate prices have been agreed to, such prices shall be billed on a pro-rata basis in the case of cancellation: Cancellation less than 6 weeks before the event begins: 30%, cancellation less than 4 weeks before the event begins: 50%, cancellation less than 2 weeks before the event begins: 70%. Expenditure savings shall be hereby offset.
- 5.5. Services by third parties or special services that become useless due to cancellation shall be payable in any case.
- 5.6. The organiser shall be entitled to furnish proof of lesser damage and the hotel likewise of higher damage.
- 5.7. The organiser's obligation to pay pursuant to sections 5.1.-5.5. shall not apply if cancellation by the organiser was due to a reason for which the hotel is responsible.

6. Number of participants, changes in participant number and function time

- 6.1. No later than 3 working days before the event commences, the organiser shall inform the hotel of the final number of participants.
- 6.2. In the event that the actual number of participants falls compared to the contractual agreement by 10% max. (by 5% max. with 200 or more participants), the actual number of participants shall be invoiced. In the event of any reductions beyond the aforementioned extent, the following shares in the agreed food and beverage sales and/or agreed conference flat rates shall be invoiced: Notification less than 6 weeks before the event begins: 30%, notification less than 4 weeks before the event begins: 50%, notification less than 2 weeks before the event begins: 70%. In the event of a reduction in the number of participants by more than 10%, the hotel shall be entitled to swap the agreed rooms in as far as the size of the new rooms is reasonable for the reduced number of participants and the rooms have comparable fittings and fixtures.
- 6.3. Any increase in the number of participants by more than 5% shall be subject to approval by the hotel. In the event of an increase in the number of participants, the actual number of participants shall be taken as the basis for the invoice. In the event that due to the higher number of participants no suitable room is available, the organiser shall be entitled to cancel pursuant to section 5.
- 6.4. In the event of a change in the agreed starting and end time of the event without prior approval in written form by the hotel, the hotel shall be entitled to bill the organiser the additional costs of readiness to perform pursuant to section 315 of the German civil code (§315 BGB).

7. Organiser's liability

- 7.1. The organiser shall be liable for any loss or damage caused culpably by him, his employees, as well as other personnel or participants at the event. The organiser shall be obliged to take out the required insurance. The hotel shall be entitled to demand proof of such insurance.
- 7.2. In order to avoid damage, the use of decorations or other objects as well as the use of technical equipment shall be subject to the hotel's prior approval in written form.
- 7.3. In the event that an event affects the rights of third parties (copyrights, etc.), the organiser shall be obliged to obtain the necessary approvals at his own expense prior to staging the event and to pay directly any fees incurred – GEMA fees [performing rights society] etc. In the event that notwithstanding the foregoing claims for damages are raised against the hotel, the organiser shall release and indemnify the hotel with regard to any such claims.

8. Hotel's liability

- 8.1. The hotel shall be obliged to exercise the diligence of a prudent businessman. The liability for non-typical services, is, however, limited to default, subsequent damage or interference caused by intent or gross negligence on the part of the hotel. In the event of disruptions or poor services by the Hotel, the Hotel shall, after being informed of the customer's complaint, attempt to remedy the situation. The customer shall be obliged to do what can be reasonably expected of him to help remedy the situation and to keep possible damage to a minimum.
- 8.2. Any exhibition material or other objects, including personal items, shall be brought to the hotel and in the event rooms at the organiser's risk. The hotel shall not be obliged to monitor or store such items. The hotel shall not be liable for any loss or damage unless such loss or damage is due to intent or gross negligence on the part of the hotel.
- 8.3. In the event that the hotel makes available to the organiser any technical or other equipment from third parties, the hotel shall act on behalf and on account of the organiser. The organiser shall ensure the correct handling and return of such equipment and shall release and indemnify the hotel with

9. Technical facilities and connections

- 9.1. To the extent the hotel obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney and for the account of the customer. The customer is liable 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 the facilities or equipment.
- 9.2. Consent is required for the use of the customer's electrical systems on the hotel's electrical circuit. The customer shall be liable for malfunctions of or damage to the hotel's technical facilities caused by using such equipment, to the extent that the hotel is not at fault. The hotel may charge a flat fee for electricity costs incurred through such usage.
- 9.3. 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.
- 9.4. If suitable hotel equipment remains unused because the customer's own equipment is connected, a charge may be made for lost revenue.
- 9.5. 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 malfunctions, payment may not be withheld or reduced.

10. Other provisions

- 10.1. The organiser shall only be permitted to bring food and beverages subject to the hotel's prior approval in written form. A service fee shall then be charged.
- 10.2. Any newspaper ads referring to the event in the hotel shall be subject to the hotel's approval in written form.

11. Final provisions

- 11.1. Changes or amendments to the contract, contract acceptance or these general terms and conditions shall be made in written form. Unilateral changes or amendments by the customer shall not be valid.
- 11.2. The place of performance and payment shall be the hotel's place of business.
- 11.3. Any disputes hereunder shall be solely referred to and decided by the courts of Berlin.
- 11.4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and Conflict Law are precluded.
- 11.5. In the event that individual provisions of these general terms and conditions are or become invalid, the validity of the remaining provisions shall not be affected thereby. Otherwise, the statutory requirements shall apply.