

## GENERAL BUSINESS TERMS AND CONDITIONS FOR EVENTS (AGBV 6.1)

*The German version of our Terms & Conditions takes precedence over the English version. In case of doubt, the German version shall be taken as reference.*

### 1. SCOPE OF APPLICATION

- 1.1 These Business Terms and Conditions apply to contracts on the provision for rental use of conference, banqueting and function rooms in the hotel to conduct events such as banquets, seminars, conferences, exhibitions, presentations, etc. and to all other pertinent supplies and services provided to the customer by the hotel.
- 1.2 The subletting or re-letting of the rooms, spaces and showcases provided, and extending invitations to attend interviews, sales or similar events requires the prior consent of the hotel in text form, whereby the termination right in accordance with section 540 (1) sentence 2 of the German Civil Code (BGB) is excluded.
- 1.3 General business terms and conditions of the customer shall only be applicable if this has been explicitly agreed in text form.

### 2. CONCLUDING THE CONTRACT, CONTRACTING PARTIES, LIABILITY

- 2.1 The hotel and the customer are the parties to the contract. The contract is concluded by acceptance by the hotel of the application made by the customer. The hotel can confirm the event booking in text form at its discretion.
- 2.2 The hotel is liable for damage for which it is responsible arising from injury to life, limb or health. Furthermore, it is liable for other types of damage that are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of typical contractual obligations by the hotel. Typical contractual obligations are such obligations that make the proper execution of the contract possible in the first place and the fulfilment of which the customer relies on and may rely on. A breach of duty by a legal representative or vicarious agent of the hotel is equivalent to a breach of duty of the hotel. Further claims for damages are excluded, unless otherwise regulated in clause 9. If disruptions or defects occur in the hotel's services, the hotel shall endeavour to remedy them upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to remedy the disruption and to minimise any possible damage. In addition, the customer is obliged to inform the hotel in good time of any possible exceptionally high damages.

### 3. SERVICES, PRICES, PAYMENT, OFF-SET

- 3.1 The hotel is obliged to render the services ordered by the customer and agreed by the hotel.
- 3.2 The customer is obliged to pay the hotel's prices that are applicable or agreed for these and other services used. This also applies to services ordered by the customer either directly or through the hotel which are performed by third parties and paid for in advance by the hotel. This also applies, in particular, to claims by collective management organization (CMOs).
- 3.3 If a minimum amount of turnover has been agreed and is not achieved, the hotel may demand 60% of the difference as lost profit, unless the customer can demonstrate that less damage was incurred or the hotel can demonstrate that greater damage was incurred.
- 3.4 The prices agreed include the taxes applicable at the time when the contract is concluded. In the event of changes to the statutory value added tax or the introduction, amendment or abolition of local taxes on the subject matter after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this only applies if the period between conclusion and fulfilment of the contract exceeds four months.
- 3.5 If payment on account has been agreed, payment shall be made, unless otherwise agreed, within ten days after receipt of the invoice without any deductions.
- 3.6 When the contract is entered into, the hotel has the right to request a reasonable advance payment or security deposit from the customer, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in the contract in text form. The legal provisions shall apply in the event of late payment by the customer.
- 3.7 In justified cases, for example if the customer is in arrears with payment or if the scope of the contract is extended, the hotel is entitled, even after conclusion of the contract up to the start of the event, to demand an advance payment or security deposit as set out in sub-clause 3.6 above or an increase

in the amount of the advance payment or security deposit agreed in the contract, up to the full amount of the remuneration agreed.

3.8 Only undisputed or legally enforceable entitlements can be offset, netted out or set off by the customer against a claim/entitlement of the hotel.

3.9 The customer agrees that the invoice may be sent to him electronically.

### 4. REVOCATION/WITHDRAWAL BY THE CUSTOMER (COUNTERMAND, CANCELLATION)

4.1 The customer may only unilaterally cancel the contract concluded with the hotel free of charge if a right to cancellation free of charge has been expressly agreed in the contract or if a statutory right to cancellation free of charge exists.

4.2 If the hotel and the customer have agreed upon a deadline for a cost-free revocation of the contract, the customer may revoke the contract up to that date without incurring payment or damage compensation claims/entitlements by the hotel. The customer's revocation right expires if the customer does not exercise this right vis-à-vis the hotel in text form by the agreed deadline.

4.3 If no revocation right has been agreed or if it has already expired, and if there is no statutory right of revocation or termination either, then the hotel retains its entitlement to the remuneration agreed although the service was not used. The hotel shall offset the income from other letting and saved expenditures. In this connection, a flat rate can be applied for the expenditures respectively saved; this amounts to 10% for individually itemized rental prices, otherwise the flat rate is subject to the regulations set forth in sub-clauses 4.4, 4.5 and 4.6 hereinabove. The customer may, at his/her/its option, demonstrate that the claim did not arise or not in the amount claimed. The hotel may, at its option, demonstrate that the payable amount is higher.

4.4 If the customer revokes the contract 60 days or less before the date of the event, the hotel has the right to charge, in addition to the rental price agreed (less possible income or saved expenditures pursuant to sub-clause 4.3, sentence 2 above), 35% of the lost revenue on food and beverage consumption, in the event of revocation 30 days or less before the event, the percentage is 60% and in the event of revocation 10 days or less before the date of the event the percentage is 85%. In the case of events lasting several days, the first day of the event is decisive for calculating the deadline, i. e. the relevant period. The customer may, at his/her/its option, demonstrate that the claim did not arise or at a lower amount. The hotel may, at its option, prove that the outstanding amount is higher.

4.5 The revenue on food and beverage consumption is calculated in accordance with the following formula: agreed menu price plus beverages x number of participants. If no price had yet been agreed for the menu, it shall be based on the most economical 3-course menu in the applicable event offer. Beverages are calculated at one third of the menu price.

4.6 If a flat rate conference fee has been agreed per participant, in the event of cancellation 60 days or less before the date of the event, the hotel has the right to charge 60%, in the event of cancellation 30 days or less prior to the event, to charge 75%, and 10 days or less prior to the date of the event, to charge 85% of the flat rate conference fee multiplied by the agreed number of participants. In the case of events lasting several days, the first day of the event is decisive for calculating the deadline, i. e. the relevant period. The customer may, at his/her/its option, demonstrate that the claim did not arise or not in the amount claimed. The hotel may, at its option, demonstrate that the sum due is higher.

### 5. REVOCATION/WITHDRAWAL BY THE HOTEL

5.1 If it has been agreed that the customer may withdraw from the contract/revoke it free of charge within a certain period, the hotel has, for its part, the right to revoke the contract within this period if inquiries are made by other customers relating to the contractually reserved event rooms and if the customer does not waive his/her/its revocation right after the hotel makes a request and sets a reasonable period of time. This shall apply accordingly if the customer has been granted an option and if other inquiries are made and the customer is not prepared to make a non-refundable booking after the hotel makes a request and sets a reasonable time period.

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- 5.2 The hotel also has the right to revoke the contract if an advance payment or security deposit agreed or required in accordance with sub-clause 3.6 and/or 3.7 above has not been paid even after an appropriate period of grace set by the hotel has expired.
- 5.3 Further, the hotel has the right, for an objectively legitimate reason, to revoke the contract for extraordinary grounds, in particular in the event of
- force majeure or other circumstances for which the hotel is not responsible, which render performance of the contract impossible;
  - events or rooms being reserved by culpably providing material facts that are wrong or misleading or by failing to provide material facts; in this context the term material can mean the identity of the customer, the customer's ability to pay or the purpose of the stay;
  - the hotel having reasonable grounds to assume that the event can jeopardize the smooth running of the business, the safety or public reputation of the hotel, without this being attributable to the area of responsibility or organization of the hotel;
  - the purpose of or the reason for the event being in violation of the law;
  - a breach of sub-clause 1.2 hereinabove.
- 5.4 Legitimate revocation by the hotel does not give the customer the right to claim damages. If, in the event of revocation under sub-clause 5.2 or 5.3 above, the hotel has a claim for damages against the customer, the hotel can claim this as a flat rate. In this case, sub-clauses 4.3 to 4.6 shall apply accordingly.
- 6. CHANGING THE NUMBER OF PARTICIPANTS AND/OR THE TIME PERIOD OF THE EVENT**
- 6.1 The hotel must be notified at least five working days prior to the commencement of the event if the number of participants is increased by more than 5%; the consent of the hotel is required for this which shall be given in text form. The calculation and invoice shall be based on the actual number of participants, at least, however, on 95% of the higher number of participants agreed. If the actual number of participants is lower, the customer has the right to reduce the price agreed by the amount of the expenditures additionally saved due to the lower number of participants, which amount shall be demonstrated by the customer.
- 6.2 If there will be a reduced number of participants of over 5%, the hotel shall be notified in good time, no later than five working days prior to commencement of the event. The invoice shall be based on the actual number of participants, at least, however, on 95% of the number of participants ultimately agreed. Sub-clause 6.1, sentence 3 shall apply accordingly.
- 6.3 If the number of participants is reduced by over 10%, the hotel has the right to assign different rooms than the originally confirmed ones, taking account of a possible difference in the rental price of the rooms, unless the customer cannot be reasonably expected to accept this.
- 6.4 If the agreed times on which the event was to start or end change and if the hotel agrees to such changes, the hotel can charge appropriately for the additional willingness to provide a service unless the hotel is at fault.
- 7. BRINGING FOOD AND BEVERAGES TO THE EVENT**
- In principle, the customer may not bring food and beverages to events. Any exceptions to this must be agreed in a contract with the hotel in text form. In such cases a reasonable amount shall be charged as a contribution towards covering the overhead costs.
- 8. TECHNICAL DEVICES, (SUPPLY) CONNECTIONS AND OTHER EQUIPMENT**
- 8.1 If the hotel procures technical devices, (supply) connections and/or other equipment from third parties for the customer at the customer's request, the hotel acts in the name of, with power of attorney for and for the account of the customer. The customer is liable for the careful treatment and proper return of such items. The customer shall indemnify the hotel from and against all third-party claims/entitlements ensuing from the use of such items.
- 8.2 If the customer uses his/her/its own electrical equipment, but the hotel's electricity supply, this requires the consent of the hotel. Any damage to or malfunctions in the technical equipment of the hotel caused by the use of such equipment shall be borne by the customer, if the hotel is not accountable for this. The hotel is entitled to charge a flat rate for the electricity costs incurred through such use.
- 8.3 The customer has the right, subject to consent by the hotel, to use its own telephone, telefax and data transmission equipment. The hotel may charge a connection fee for this.
- 8.4 Any official permissions required for the event shall be procured by the customer itself in good time at its own expense. The customer is obliged to comply with all public-law and other regulations.
- 8.5 The customer is responsible itself for handling the formalities and accounts necessary for procedures relevant under copyright law (e.g. music performance, film presentation, streaming services) with the responsible institutions (e.g. GEMA (German Society for musical performing and mechanical reproduction rights)).
- 8.6 Any malfunctions in technical or other equipment provided by the hotel will be remedied immediately if possible. Payments may not be withheld or reduced insofar as the hotel is not accountable for such malfunctions.
- 9. LOSS OF OR DAMAGE TO ITEMS OF PROPERTY BROUGHT TO THE PREMISES**
- 9.1 Exhibition-related equipment or other items, including personal property, brought by the customer are located in the event rooms and/or in the hotel at the risk of the customer. The hotel does not assume any liability for any loss, destruction or damage thereof, or for pecuniary damage, except in the event of gross negligence or intent by the hotel. This shall not apply to any damage ensuing from injury to life, body or health. In addition, all cases where, due to the circumstances of the individual case, the custody constitutes an obligation characteristic of this type of contract are excluded from this exclusion of liability.
- 9.2 Decoration material and other items brought by the customer and the use thereof must comply with technical fire protection requirements and official regulations. The hotel has the right to demand official proof of this. If no such proof is provided, the hotel has the right to remove, at the customer's expense, any material already installed. Due to potential damage, the setting-up of portable furniture and items and the affixing of items shall be agreed with the hotel in advance.
- 9.3 Exhibition or other items brought by the customer shall be removed without undue delay after the end of the event. If the customer fails to do so, the hotel may remove and store the items at the customer's expense. If the items are left in the event room, the hotel may charge a respective adequate usage compensation for the period of time in which it has not been able to use or let the room.
- 10. THE CUSTOMER'S LIABILITY FOR DAMAGE**
- 10.1 If the customer is an entrepreneur, s/he/it is liable for all damage to the building and to the inventory which is caused by the event's participants and/or attendees, employees, other third parties from its field or by the customer him-/her-/itself.
- 10.2 The hotel may demand that the customer provide adequate security deposit, for example in the form of a credit card guarantee.
- 11. FINAL PROVISIONS**
- 11.1 Alterations and supplements to the contract, to acceptance of the application and to these General Business Terms and Conditions shall be made in text form. Any unilateral changes or supplements shall be ineffective.
- 11.2 If the customer is a merchant or a public law legal entity, the courts of Hamburg have exclusive jurisdiction and venue. The hotel can, however, at its election, also bring legal action against the customer at the place of the customer's registered office. This also applies to customers not covered by sentence 1 above if they do not have their registered office or place of residence in an EU member state.
- 11.3 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 11.4 The hotel is not willing and not obliged to participate in dispute resolution procedures before a consumer dispute resolution bodies.

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