

## **General Terms and Conditions of Business for Events and Accommodation**

### **I. Area of validity**

1. These Terms and Conditions of Business apply to contracts for the letting of conference, banquet and event rooms of the hotel in order to hold events such as banquets, seminars, conferences, exhibitions and presentations etc. and for all further supplies and services of the hotel in connection therewith.
2. Transfer for use, sub-letting or re-letting of the let rooms, surfaces or showcases and invitations to and the conducting of interviews, sales or similar events requires the prior written approval of the hotel.
3. Publications of any kind which refer to the place of the event must be sent to the hotel for its information in due time in advance. They require approval by the hotel.
4. Furthermore, the additional conditions agreed upon conclusion of contract are applicable. These can be inspected at/requested from the hotel.

### **II. Conclusion of contract, contracting parties and limitation of claims**

1. The contract materializes through the acceptance of the customer's application by the hotel.
2. If the customer is not the organizer or if the organizer hires a commercial intermediary as an organizer, this party and the customer shall be jointly and severally liable to the hotel for all obligations arising under the contract.
3. The hotel is liable for its obligations under the contract with the care of a conscientious businessman. Claims by the customer are excluded in this connection except for any damage based on death, bodily injury or an impairment to the health of another if the hotel is responsible for the breach of duty, other cases of damage based on an intentional or grossly negligent breach of duty by the hotel and cases of damage based on an intentional or grossly negligent breach of duties typical for the contract by the hotel. A breach of duty committed by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Should disruptions to or faults in hotel services occur, the hotel shall Endeavour to remedy the situation upon gaining knowledge thereof or after receiving immediate notification of the defect from the customer. The customer is obliged to assist to rectify the disruption and minimize the damage as far as can be reasonably expected of him. In addition, the customer is obliged to notify the hotel in due time of the possibility that an exceptionally great amount of damage can occur.
4. All contractual claims against the hotel become time-barred one year after the commencement of the statutory limitation period with the exception of claims based on intentional acts. Claims for damages

become time-barred after five years irrespective of knowledge thereof.

5. Upon conclusion of contract at the latest, the customer must inform the hotel, without being requested to do so, whether the event is suitable for jeopardizing the smooth business operations, the safety or the reputation of the hotel on account of its political, religious or other nature.
6. Messages, post and consignments for customers are treated with care. The hotel assumes delivery, storage and – upon request and for a fee – forwarding.
7. If a parking place in the hotel garage or in a hotel car park is provided to the customer, also for a fee, the hotel takes not responsibility for any loss or damage to the car in questions and therefore is not liable for the loss of or damage to vehicles parked or maneuvered on the hotel grounds nor for the loss of or damage to their contents. The hotel has no duty of supervision. The hotel must be immediately notified of any damage.

### **III. Services, prices, payment and offsetting**

1. The hotel is obliged to provide the services booked by the customer and confirmed by the hotel.
2. The customer is obliged to pay the hotel prices applicable to or agreed for these and for other services used – also by the participants of this event. The organizer is liable for payment of any and all services used by the participants of the event and for the costs incurred on account of these. This also applies to the services, costs and expenses paid by the hotel to third parties who were arranged by the customer, in particular to receivables from copyright exploitation companies.
3. The prices agreed include the respective statutory VAT. If the period between conclusion of contract and event exceeds four months and the price generally charged by the hotel for such services increases, the contractually agreed price can be increased by a reasonable extent, however by 5% at the maximum. For each further year between conclusion of contract and event exceeding the four months, the maximum limit is increased by a further 5%. If more than four months pass between conclusion of contract and event and the statutory VAT changes during this period, the prices shall be adjusted accordingly. Any increases in VAT occurring after conclusion of the contract by the date of the event shall be charged subsequently.
4. The prices can also be amended by the hotel if the customer subsequently requests a change to the number of rooms booked the hotel services or the duration of the guests' stay and the hotel agrees to this.

5. Invoices issued by the hotel without a due date are payable net within 10 days after receipt of the invoice. The hotel is entitled to call accrued receivables due for payment at any time and to demand immediate payment. In case of payment default, the hotel is entitled to demand the respectively applicable default interest of currently 8% or in case of legal transactions involving a consumer, 5% above the basic interest rate. For each reminder after the occurrence of default, the customer must reimburse reminder fees of GBP 5.00 to the hotel. All further costs incurred in the course of collection are paid by the customer.

6. If a minimum turnover has been agreed and this is not achieved, the hotel may invoice 60% of the difference as lost profit unless the customer furnishes proof of less damage or the hotel of greater damage.

7. The customer may only offset a recognized or final and absolute claim against a claim of the hotel.

8. The hotel is entitled to demand a reasonable advance payment at any time. The level of the advance payment and the payment dates are agreed in writing in the contract. The agreed advance payments cannot be refunded unless free cancellation has been agreed between the hotel and the customer. However, if the hotel is able to re-let the rooms and event rooms at the same price in case of cancellation, the advance payments will be transferred back to the customer. If the rooms and event rooms cannot be re-let at the same price, the customer must pay the difference.

9. If after signing the contract circumstances should become known which make the creditworthiness of the customer appear doubtful in the hotel's opinion, the hotel is entitled to withdraw from the contract or only to provide the agreed services against advance payment or security.

#### **IV. Cancellation by the customer**

1. The hotel must give its written approval to a free cancellation of the contract concluded with the hotel by the customer. If no such approval is given, the room rent agreed under the contract and services arranged with third parties must be paid at all events. This does not apply if the room(s) can be re-let on the same conditions or if the hotel has acted in breach of its contractual duties.

2. If a deadline for cancellation of the contract free of charge was agreed in writing between the hotel and the customer, the customer can cancel the contract until such time without initiating any claims for payment or performance by the hotel. The customer's right of cancellation extinguishes if he does not exercise his right of cancellation in writing by the agreed deadline.

3. If a client wishes to cancel a booking or cancel the reservation of some or all facilities such cancellations must be advised to the hotel in the first instance verbally, followed by written notice of cancellation.

4. Any notice of cancellation received out of the hours of 9.00am and 5.00pm shall be deemed made on the next working day.

5. Any postponement of any event shall be considered as a cancellation under this clause.

6.0 Because each service we provide has a lead time we reserve the right to protect our ability to re-book any cancelled accommodation, meeting room or food and beverage. The cancellation date is the date that the hotel receives notification in writing. We have indicated below the cancellation policy for our services:

Cancellation Notice	Fee (GBP)
Over 90 days	25%
90-30 days	50%
29-8 days	80%
7 days or less	100%

If the event is cancelled less than 3 working days before the event, the hotel is entitled to charge according to the final number, if higher than the contracted minimum number.

#### **V. Cancellation by the hotel**

1. If a right of cancellation by the customer free of charge within a certain period was agreed in writing, the hotel is also entitled to withdraw from the contract in this period if it has received requests for the event rooms booked under the contract from other customers and the customer does not waive his right to cancellation within a period set by the hotel upon request by the hotel. This applies correspondingly to any option granted if other requests have been received and the customer is not prepared to make a firm booking within a period set by the hotel upon request by the hotel. In this case firm booking means that from this date the originally agreed, free cancellation period is suspended.

2. If an advance payment agreed or demanded according to Clause III No. 5 above is not paid, the hotel is likewise entitled to withdraw from the contract.

3. The hotel is also entitled to withdraw from the contract for an objectively justified reason, for example if

- Should the hotel be subject to any circumstances beyond our control then we reserve the right to withdraw
- rooms are booked on the basis of misleading or incorrect statements of essential facts, e.g. concerning the customer as a person or the purpose;
- the hotel has a valid reason for assuming that the utilization of the hotel service may jeopardize the smooth business operations, the safety or the reputation of the hotel without this being attributable to the dominion or organizational sphere of the hotel; if the hotels floods, burns down, go on strike or are affected by any or all Acts of God, we reserve the right to withdraw from any agreements.
- Penta hotels reserve the right to withdraw from a contract without prior notice should the event is deemed to prejudice the reputation of the hotel.

- there has been a violation of Clause I No. 2 above.

4. If the hotel legitimately withdraws, the customer is not entitled to claim damages. If the hotel has a claim for damages against the customer in case of withdrawal in compliance with Nos. 2 or 3 above, the hotel can settle the claim as a lump sum. Clause IV Nos. 3 to 6 applies accordingly.

5. The hotel may also withdraw if the hotel gains knowledge of circumstances according to which the financial circumstances of its contractual partner significantly deteriorated after conclusion of contract, particularly if the customer fails to pay receivables owed to the hotel or does not furnish sufficient security and the payment claims of the hotel thus appear jeopardized. This is particularly the case if the customer files an application for the opening of insolvency proceedings, institutes out-of-court proceedings for the purpose of settling debts or has stopped making payments;

- opens insolvency proceedings or the opening of such proceedings is rejected due to a lack of assets or for any other reasons.

#### **VI. Changes to the number of participants and the time of the event**

1. A change to the number of participants booked by more than 5% must be notified to the hotel no later than ten workdays before the start of the event. It requires the written approval of the hotel. Any discrepancies in excess thereof shall be invoiced to the customer.

2. A reduction of the number of participants by the customer by a maximum of 5% which is notified at least 10 workdays before the start of the event shall be allowed for by the hotel in its invoice. If the discrepancy is any greater, the originally agreed number of participants less 5% shall be taken as a basis.

3. The customer is entitled to reduce the agreed price by the expenses saved due to the lower number of participants, at the hotel's discretion, of which he must furnish proof. The customer's savings as a result of the 5% tolerance granted shall thereby be taken into account.

4. In case of a discrepancy upwards, the actual number of participants shall be charged. If the number of participants should be exceeded by more than 5%, it is possible that the requested meal sequence can no longer be served, unless the hotel agreed to the change.

5. In case of discrepancies in the number of participants by more than 10% the hotel is entitled to re-fix the agreed prices and to exchange the confirmed rooms.

6. If the agreed opening or closing times of the event should be shifted and the hotel agrees to these changes, the hotel can invoice its additional service availability to a reasonable extent unless the hotel is responsible for this situation. If the agreed opening and closing times of the events are shifted and the hotel is required to accommodate

guests in a different hotel on account of the delay in vacating the rented premises, the customer shall pay all costs incurred in this connection. This is without prejudice to further claims for damages by the hotel.

7. In case of events which continue until after 11 pm, the hotel can charge the personnel costs based on detailed documentation from this point of time onwards, unless otherwise agreed. The hotel can also charge the employees' traveling expenses based on detailed documentation if they are required to travel home after closing time and additional costs are incurred as a result thereof.

#### **VII. Outside Services**

The prior consent of the Hotel must be obtained for any entertainment or service contracted for the Event by the client, all of which must comply with any statutory codes and regulations. The customer may not take food and drink along to events as a basic rule. Any exceptions must be agreed in writing with the hotel. In these cases a contribution shall be charged to cover the overhead costs. In the event of a contradiction to these terms, the hotel is entitled to demand a lump sum for the loss incurred per participant to compensate for the amount which the hotel would have received for the provision of the service. The hotel accepts no liability whatsoever for damage to health caused by the consumption of food and drink brought onto the premises.

#### **VIII. Technical facilities and connections**

1. Insofar as the hotel procures technical equipment and other facilities from third parties on behalf of the customer on the latter's initiative, it acts in the name, with the authority and for the account of the customer. The customer is liable for careful treatment, appropriate operation and proper return, also of the hotel's own facilities. He shall indemnify the hotel against all third-party claims based on the provision of these facilities.

2. The use of the customer's own electrical equipment using the power network of the hotel requires the latter's written approval. Any disruptions or damage caused to hotel facilities by using this equipment is for the account of the customer, unless the hotel is responsible for this. The hotel may record and charge a flat rate for the electricity costs incurred as a result of the use of the customer's equipment.

3. The customer is entitled to use his own telephone, fax and data transmission equipment with the approval of the hotel. The hotel may demand a connection fee for this.

4. If suitable systems of the hotel are not used on account of the customer's connection of his own equipment, the hotel may charge a fee for non-use.

5. Disruptions or damage caused to facilities provided by the hotel or other equipment shall be immediately rectified as far as possible at the customer's expense.

6. The customer must fulfil all requirements and obtain any official permits or approvals necessary for the event in due time at his expense. He is responsible for compliance with public-law

requirements and other regulations, compliance with provisions on noise protection, youth protection, etc. and payment of GEMA fees (Society for Musical Performing Rights and Mechanical Reproduction Rights).

#### **IX. Loss of or damage to property taken to the event**

1. Any exhibits or other items, also of a personal nature, are taken into the rooms used for the events or into the hotel at the customer's risk. The hotel accepts no liability for loss, destruction or damage, or for financial damage, except in case of gross negligence or intent on the part of the hotel in the performance of its contractual duties. Furthermore, all cases in which storage constitutes a duty which is typical for the contract based on the circumstances of the individual case are excluded from this non-liability. Apart from the cases named in sentence 4, a storage contract must be expressly agreed.
2. Decoration material brought in by the customer must comply with technical fire protection requirements. The hotel is entitled to demand official proof of this. If no such proof is furnished, the hotel is entitled to remove decoration material already brought onto the premises at the customer's expense or to prohibit the putting up of such decorations. The erection and putting up of decoration material must be coordinated in advance with the hotel due to possible damage.
3. Exhibits or other items taken along must be removed immediately 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 required to remain in the event room, the hotel can charge reasonable compensation for use for the duration in which the items remain there.
4. Other items left behind by participants will be forwarded to them only upon request and at the risk and expense of the participant concerned. The hotel shall store the property for one month. If the

property does not appear to be of any value, the hotel reserves the right to destroy it at the customer's expense after the expiry of the period.

5. It is the organizers reasonability for bringing any equipment or personal belongings onto the hotels premises. The hotel is not held liable for any loss or damage. If at the same time the organizer is a guest of the hotel, then the hotel shall only be held liable up to the limit set by the Hoteliers Liability Act.

6. Packaging arising in connection with supplies for the event by the customer or third parties must be disposed of by the customer before or after the event. Should the customer leave packaging material behind in the hotel, the hotel is entitled to dispose of it at the customer's expense.

#### **X. Liability of the customer for damage**

1. The customer is liable for all damage to buildings or inventory which was caused by participants or visitors of the event, employees, and other third parties from his sphere or him. The hotel is not obliged to produce evidence of the negligence or fault of the operator for any such damage
2. Organizers must have and may be asked to produce proof of provisions of reasonable security (e.g. insurances, deposits, guarantees).

#### **XI. Final provisions**

1. Verbal agreements are binding only if confirmed in writing. Amendments or supplements to the contract, this clause, the acceptance of the customer's application or these Terms and Conditions of Business for Events must be in writing. Unilateral amendments or supplements by the customer are invalid.
2. Should individual provisions of these General Terms and Conditions of Business for Events be or become invalid or void this shall not affect the validity of the remaining provisions. Statutory provisions apply in other respects. In case of any invalid provisions, these shall be replaced by the statutory provisions which most closely approximate the invalid provisions in terms of meaning.

Please read carefully this document before signing below. The terms and conditions are set out to indicate the operating rights of pentahotels and those of the Client or third party.

For penta hotel  
Sign:

Print Name

Date:

For Client  
Sign:

Print Name:

Date: