

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

### **Conferences, events and catering**

The general terms and conditions contain the data protection declaration.

#### **1. Scope**

1.1 These Terms and Conditions apply to agreements concerning the renting of conference, banqueting and event rooms of the hotel for conducting events such as banquets, seminars, conferences etc. as well as all products and services of the Albrechtshof Hotels (hereinafter to be referred to as the "hotel") that are associated with such events.

1.2 The subletting or re-letting of rented rooms, areas and showcases provided as well as invitations for job interviews, sales events and similar events all require the prior consent of the hotel, whereby the provisions set out under article 540 section 1 subsection 2 of the German Civil Code (BGB) are waived insofar as the customer/organiser (hereinafter used synonymously) is not a consumer.

1.3 The customer's Terms and Conditions shall apply only if explicitly agreed upon in writing in advance.

#### **2. Conclusion of Contract, Contracting Parties, Liability, Limitation of Actions**

2.1 The contract shall assume validity once the customer's request is accepted by the hotel. The contractual parties shall be the hotel and the customer.

2.2 If the applicant is not the organiser or if the organiser engages a commercial agent or representative, the ordering party and the organizer shall be jointly and severally liable for all obligations arising from the agreement.

2.3 The hotel is to fulfil its contractual obligations with the due diligence of a prudent businessman. Compensation claims on the part of the customer are excluded except in the event of injury to life, body or health in cases where the hotel is responsible for the given breach of duty, other claims attributable to a wilful or grossly negligent breach of duty on the part of the hotel and claims attributable to the wilful or negligent violation by the hotel of obligations typical of the contract concerned. Any violation of duty by the hotel is equivalent to that of a legal representative or vicarious agent. The Hotel will endeavour to remedy any disruptions to or faults in the services it provides as soon as it becomes aware of them or at the behest of the customer. In the event of defective performance, the customer is required to undertake whatever may be reasonably expected of him or her to contribute to alleviate the defect and to keep any potential damages to a minimum. Moreover, the customer is to inform the hotel about any possible occurrence of significant damage in due time.

2.4 The customer's demands lapse after one year from the date of conclusion of the contract. Excluded from this are demands for damages due to injury to life, body or health or due to grossly negligent or deliberately caused damage. In all other respects, the general provisions of the BGB shall apply.

2.5 This limitation of liability and short limitation period shall also apply in favour of the hotel in the event of breach of obligations during the initiation of the contract and positive breach of contract.

### **3. Services, Prices, Payment and Offset**

3.1 The hotel is to provide rooms and other agreed services ordered by the customer.

3.2 The customer is to pay the agreed or else prevailing prices for the hotel's services he or she has made use of. This also applies in respect of the hotel's services and outlays rendered to third parties by the hotel at the customer's request, notably with regard to claims asserted by copyright collectives.

3.3 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; not exceeding a 5% increase.

3.4 Invoices of the hotel without due date are payable without deduction within 14 days from receipt of the invoice. The hotel is entitled to call in accrued claims at any time and to demand immediate payment. In the event of a default in payment, the hotel is entitled to charge an interest of delay of 9% (for legal transactions without consumer participation) or 5% (for legal transactions in which a consumer is involved) above the valid base rate of the EZB applicable at that time. The customer keeps the right to prove a lower damage, the hotel a higher damage. A reminder fee of up to EUR 10 may be charged in each individual case for reminders sent after the occurrence of default.

3.5 The hotel is entitled to demand an appropriate advance payment. The amount of the advance payment as well as payment deadlines shall be stipulated in writing in the contract.

3.6 The customer may only set uncontested or final counterclaims off against claims of the hotel or exert a right of retention in this respect.

### **4. Rescission / Cancellation by the Customer**

4.1 A cancellation of contract on the part of the customer requires the hotel's written consent. If no such approval is provided, the customer shall pay the agreed room rent as specified in the agreement as well as any services ordered from third parties, even if the customer does not use the contractually specified services and if further letting of the premises is no longer possible. This does not apply in the event of violation of the hotel's obligations to observe the rights, legally protected matters and interests of the customer if he/she thereby cannot be expected to adhere to the contract or is entitled to any other legal or contractual rights for withdrawal.

4.2 If a date for cancellation of the agreement has been agreed upon in writing by the hotel and the customer, the latter may rescind the contract until the agreed date without giving rise to payment or damage claims on the part of the hotel.

The customer`s right of rescission expires if he does not exercise his rescission right in writing vis-à-vis the hotel until the agreed date, unless it is a case as set out in 1.3.

4.3 In the event that the ordering party withdraws from the agreement as late as between the 2nd and the last week prior to the event, the hotel will have the right to charge a surcharge of 50% of the lost turnover in restaurant proceeds in addition to the agreed rent price and 100% of the lost turnover in restaurant proceeds for any later cancellation.

4.4 Food charges shall be calculated by means of the following formula: agreed menu price x number of event participants. If no price has been agreed for the meal, the least expensive three-course meal of the least expensive event package shall be used as the basis for calculation.

4.5 If a conference flat rate, an event package or a beverage package per participant has been agreed upon, the hotel is entitled to charge 40% of the agreed conference flat rate x agreed number of participants in case of cancellation between the 12th and the 8th week before the event date, 60% between the 8th and the 4th week before the event date, and 85% in case of a later cancellation. IV.1 applies to the room rental included in the conference packages.

4.6 Deduction of the saved expenditure is taken into account in 4.3 to 4.5. The customer shall be at liberty to prove that the aforementioned claim did not arise or that it did not arise to the extent claimed.

## **5. Rescission by the Hotel**

5.1 Provided that, for the customer, a right of cost-free cancellation within a certain period was agreed in writing, the hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer upon inquiry by the hotel does not waive his right for withdrawal.

5.2 If an agreed to advance payment, as defined in 3.5, has not been effected, the hotel shall also be entitled to withdraw from the agreement.

5.3 Furthermore, the hotel shall be entitled to rescind the agreement for substantially justified reasons, e.g. if:

- a force majeure of any kind or other circumstances for which the hotel cannot be held responsible make it impossible or unreasonably difficult for the hotel to fulfil the agreement;
- rooms are booked stating misleading or false information regarding material facts, e.g. the identity of the customer or the intended use of the room;

- the hotel has justified cause to assume that the use of the hotel's goods and services may endanger its smooth business operations, security or public image; without such matters being attributable to the Hotel's power of control or organisation;
- scope I.2 has been violated.

5.4 In the case of justified cancellation on the part of the hotel, the customer is not entitled to compensation.

## **6. Amendments to the Number of Participants or to the Date of the Event**

6.1 If the number of delegates changes by more than 5%, the customer is to notify the hotel no later than 5 working days before the start of the event. The change requires the hotel's written consent.

6.2 If the customer reduces the number of delegates by no more than 5%, the hotel will reduce its bill accordingly. In the event of greater deviations, billing shall be based on the originally agreed number of delegates reduced by 5%. However, the customer is entitled to have the agreed price reduced proportionate to the lower number of participants if he can prove corresponding cost savings. The customer has the right to reduce the agreed price by the expenses he has saved due to the lower number of participants.

6.3 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.

6.4 If the number of participants is reduced by more than 10%, the hotel shall be entitled to redefine the prices to a reasonable extent. Furthermore, the hotel shall be entitled to change the confirmed rooms, unless this is unreasonable for the customer.

6.5 If the hotel consents to changes to the originally agreed starting or finishing time of the event, it shall be entitled to make a reasonable charge for the additional services provided as a result; unless the hotel is responsible for the changes in question.

## **7. Food and Beverages brought to the Premises**

7.1 As a matter of principle, the customer is not permitted to bring along food or beverages to events. Exceptions to this rule require a separate written agreement. In these cases, a fee will be charged to cover the overheads.

## **8. Technical Facilities and Connections**

8.1 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, on the authority and for the account of the organiser. The customer 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.

8.2 The hotel's prior consent in writing shall be required before the customer uses the hotel's power supply and other networks to run its electrical and other technical equipment. Any disruption or damage to the hotel's technical equipment caused by the use of the customer's equipment shall be the latter's liability, unless the damage is within the hotel's responsibility. The hotel shall be entitled to record and charge any electricity expenses arising from such use in form of a lump-sum.

8.3 Provided that the hotel gives its written consent, the organiser shall be entitled to use his or her own telephone, fax or other data communication equipment. The hotel may charge a connection fee for this service.

8.4 If the hotel's equipment remains unused on account of the customer's use of his or her own equipment, the former may charge a deficiency compensation fee.

8.5 Any malfunctions in equipment provided by the Hotel, whether technical or other equipment, if possible shall be remedied immediately.

## **9. Loss of or Damage to Items Brought to the Premises**

9.1 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 or as far as damages to life, limb or health are concerned. 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.

9.2 Any decorative materials brought into the hotel must comply with the requirements imposed by the fire authorities. The hotel is entitled to request a complying official certificate of compliance. If the organiser fails to comply and no such documentation can be provided, the hotel shall be entitled to remove and store the items at the customer's expense and risk. To avoid the possibility of damage, the customer shall make suitable arrangements with the hotel before setting up or attaching his or her items.

9.3 Any exhibits or other items brought into the hotel shall be removed without undue delay after the end of the event. If the customer 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, the hotel shall be entitled to charge the agreed provision costs and room rent for the time said objects remain therein. The organiser shall retain the right to verify that the hotel has not incurred a lesser or a loss at all.

## **10. Customer's Liability and Other Obligations**

10.1 In case the customer/organiser is an entrepreneur, he shall be liable for any damages to the hotel building or its facilities caused by the organiser, event participants and/or visitors, the organiser's employees or any other third party assigned to the organiser's domain.

10.2 The hotel may request the customer to provide suitable securities (e.g. insurances, deposits, guarantees).

**11. Data privacy**

See Privacy Policy BGB (Annex - 1).

**12. Consumer arbitration body**

12. The entrepreneur does not undertake to take part in dispute resolution proceedings before a consumer arbitration board.

**13. Package tour law**

According to the regulations of the new European travel law which are valid since June 1 2018 (§§651a to 651y BGB n.F.), the arrangements which are pointed out, are subject to the package tour law. In these cases, the benefits are covered by insurance, which is taken out in the event of insolvency or breach of contract. In the event of payment or down payment before departure, the customer will receive a travel security note certifying this.

**14. Final Provisions**

14.1 Any amendments or additions to the agreement for the letting of function rooms or to the General Terms and Conditions need to be made in written form in order to be valid. Unilateral changes or additions made by the customer do not apply.

14.2 Place of performance and of payment is the registered office of the hotel.

14.3 The hotel's headquarters is venue of exclusive jurisdiction for commercial transactions including claims filed with regard to cheques and bills of exchange.

14.4 German law shall apply.

14.5 Should separate provisions of this agreement or of these General Terms and Conditions of Business for Events be or become ineffective or impracticable in full or in part, the validity or practicability of the remaining provisions of this agreement or these conditions are not affected thereby. In all other respects statutory provisions shall apply.

## **Annex - 1**

The following data protection declaration applies only to the accommodation, conference and event contracts and in connection with the associated general terms and conditions:

- a) Personal data (e.g. title, name, address, e-mail address, telephone number, bank details) are processed by us in accordance with the provisions of German or European data protection law. The following regulations inform the guest / customer about the type, scope and purpose of the collection, processing and use of personal data. This data protection declaration only refers to the creation/management of the accommodation, conference and event contracts and the resulting guest customer file in the Hotel Management Software Suite8, POS and FILOSOF used by us.
- b) By requesting an offer from the customer or by booking from guests (written or orally) and the associated registered / transmitted personal data, the guest/customer declares his consent to the processing of the data in the database for the purpose of preparing / processing the offer or reservation / accommodation. By sending the personal data (message text, first/last name, telephone number, address, arrival, departure and e-mail) entered by the guest / customer in the Internet form reservation enquiry / conference enquiry, the guest / customer declares his consent to the processing of the data for the purpose of preparing the offer / processing or reservation / accommodation and for transmission by fax and e-mail to the hotel concerned.
- c) If data such as name, address, telephone number or e-mail address (personal data) are transmitted to the hotel, the hotel concerned shall use these exclusively for the purpose of processing the enquiry or processing the contract (inventory data).
- d) The hotel concerned collects, processes and uses the personal data on the use of the hotel administration software, insofar as this is necessary to enable the customer to make use of the offer (usage data) or to account for the use of this offer (accounting data).
- e) Insofar as the billing for the use of the accommodation, conference or event contracts is made by the hotel concerned, the hotel concerned shall collect, store and process the customer's usage data in order to determine and invoice the services used by the customer. If the hotel concerned is unable to collect or only partially collect the usage fees or if the guest/customer fails to do so due to a complaint, the guest/customer will be blocked.
- f) All personal data will only be stored as long as it is necessary or legally regulated/prescribed for the named purpose (offer preparation, useful life/accommodation, billing).
- g) By order of the competent authorities, the hotel concerned may provide information on inventory data in individual cases, insofar as this is necessary for purposes of criminal prosecution, to avert danger by the police authorities of the countries, to fulfil the legal tasks of the Federal and State Office for the Protection of the Constitution, the Federal Intelligence Service or the Military Counter-Intelligence Service or to enforce intellectual property rights.

h) The guest/customer is basically entitled to the rights of information, correction, deletion, restriction, data transferability, revocation and objection as well as inquiries about the logical structure of the data collection. If you believe that the processing of your data violates data protection law or your data protection claims have otherwise been violated in any way, you can complain to the supervisory authority; Berlin Commissioner for Data Protection and Freedom of Information, Friedrichstr. 219, 10969 Berlin; e-mail: mailbox@datenschutz-berlin.de, Germany. This information can also be provided electronically on request. The guest / customer can contact the hotel concerned via the above contact details to obtain information.