

General Terms and Conditions (GTC) Hotel and Gaststättenbetriebs GmbH for meetings and events

I. Scope

- 1.1 These terms and conditions apply to contracts for the rental of conference, banquet and event rooms in the hotel for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as to all other services and deliveries provided to the customer in this context the hotel.
- 1.2 The prior consent of the hotel in text form is required for the sub-letting or re-letting of the rooms and areas provided, as well as invitations to job interviews, sales or similar events, whereby section 540 (1) sentence 2 of the German Civil Code (BGB) is waived if the customer is not a consumer.
- 1.3 General terms and conditions of the customer only apply if this has been expressly agreed beforehand.

II. Conclusion of contract, partners, liability; statute of limitations

- 2.1 The contractual partners are the hotel and the customer. The contract comes into being through the acceptance of the customer's application by the hotel. The hotel is free to confirm the booking of the event in text form.
- 2.2 The hotel is liable for damage to life, limb or health for which it is responsible. Furthermore, it is liable for other damages resulting from an intentional or grossly negligent breach of duty by the hotel or based on an intentional or negligent violation of typical contractual obligations of the hotel. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Further Claims for damages, unless otherwise regulated in Section 9, are excluded. Should faults or defects occur in the services of the hotel, the hotel will endeavor to take remedial action. The customer is obliged to do what is reasonable for him to rectify the fault and to minimize possible damage. Furthermore, the customer is obliged to notify the hotel in good time of the possibility of to point out the occurrence of an exceptionally high level of damage.
- 2.3 All claims against the hotel expire one year after the start of the statutory limitation period. this applies not in the case of claims for damages and other claims, provided the latter are based on an intentional or gross negligent breach of duty by the hotel.
- 2.4 Smoking is strictly prohibited in all areas of the hotel. In case of violation, the hotel will charge a fee of 250.00 EUR. The same applies to the manipulation of smoke alarm devices or the unauthorized opening of emergency doors. The hotel reserves the right to claim higher damages if, for example, the hotel fire brigade use is charged or a fire caused by unauthorized smoking damage on hotel property has caused.
- 2.5 Car parking spaces are available to customers free of charge. The underground car park is available to the customer for a fee disposal. The hotel is under no obligation to monitor. In the event of loss or damage to the hotel is only liable for motor vehicles parked or maneuvered on the hotel property and their contents in accordance with the item 4 above. In this case, the damage must be reported to the hotel no later than when you leave the hotel property hotel can be claimed.

III. Services, prices, payment, offsetting

- 3.1 The hotel is obliged to provide the services ordered by the customer and promised by the hotel.
- 3.2 The customer is obliged to comply with the agreed or applicable services for these and other services used hotel rates to pay. This also applies to services commissioned by the customer directly or through the hotel, which are provided by third parties are provided and disbursed by the hotel. In particular, this also applies to claims by copyright Collection Societies.
- 3.3 The agreed prices include the taxes applicable at the time of the conclusion of the contract. In the event of changes in the statutory value-added tax or the introduction, amendment or abolition of local levies on the subject matter of the contract after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between the conclusion and performance of the contract exceeds four months.
- 3.4 Invoices of the hotel without a due date are payable without deduction within 10 days of receipt of the invoice. The hotel may demand immediate payment of due receivables from the customer at any time. In the event of default of payment by the customer the legal regulations apply. The hotel reserves the right to prove higher damages.
- 3.5 The hotel is entitled to demand a reasonable advance payment or security deposit from the customer upon conclusion of the contract, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in text form in the contract. In the event of default of payment by the customer, the statutory provisions shall apply.
- 3.6 In justified cases, e.g., payment arrears on the part of the customer or extension of the scope of the contract, the hotel shall be entitled, even after conclusion of the contract until the start of the event, to demand an advance payment or provision of security within the meaning of Item 3.5 above or an increase in the advance payment or provision of security agreed in the contract up to the full agreed remuneration.
- 3.7 The customer may only set off or offset an undisputed or legally binding claim against a claim of the hotel.

IV. Withdrawal of the Customer (Cancellation, Cancellation)

- 4.1 The customer may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract, if another statutory right of withdrawal exists, or if the hotel expressly consents to the cancellation of the contract expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible consent to a cancellation of the contract shall be made in text form in each case.
- 4.2 If a date for withdrawal from the contract free of charge has been agreed between the hotel and the customer, the customer may withdraw from the contract up to that date without triggering payment or damage compensation claims by the hotel. The customer's right of withdrawal shall expire if he does not exercise his right of withdrawal vis-à-vis the hotel by the agreed date.

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4.3 If a right of withdrawal has not been agreed or has already expired, if there is also no statutory right of withdrawal or termination, and if the hotel does not agree to a cancellation of the contract, the hotel shall retain the claim to the agreed remuneration despite the non-utilization of the service agreed remuneration despite non-utilization of the service. The hotel shall credit the income from renting the rooms to other parties as well as the saved expenses. The respective expenses saved may be calculated as a lump sum in accordance with Sections 4.4, 4.5 and 4.6. The customer is free to prove that the claim did not arise or did not arise in the amount claimed. The hotel is free to prove that a higher claim has arisen.

4.4 If the customer withdraws from the entire event within 30 days prior to the event date, the hotel shall be entitled to charge 50 percent of the flat rate. If the customer withdraws within 14 days before the date of the event, the hotel is entitled to charge 90 percent of the flat rate.

4.5 If a flat rate per participant has been agreed upon, the hotel shall be entitled, in the event of a

- 50 percent in the event of cancellation within 30 days prior to the date of the event,
 - 90 percent of the conference fee x in the event of cancellation within 14 days prior to the event date.
- of the conference fee x the agreed number of participants.

V. Withdrawal of the hotel

5.1 If it has been agreed that the customer may withdraw from the contract free of charge within a certain period of time, the hotel shall be entitled for its part to withdraw from the contract during this period of time if there are inquiries from other customers regarding the contractually booked event rooms and the customer does not waive his right of withdrawal upon inquiry by the hotel with a reasonable deadline.

5.2 If an advance payment or security deposit agreed or requested pursuant to Section 3.5 and/or Section 3.6 is not made even after expiration of a reasonable grace period set by the hotel, the hotel shall also be entitled to withdraw from the contract.

5.3 Furthermore, the hotel shall be entitled to withdraw from the contract extraordinarily for factually justified reasons, in particular if:

- Force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
- events or rooms are culpably booked with misleading or false information or concealment of material facts; material facts may be the identity of the customer, the ability to pay or the purpose of the stay;
- the hotel has justified reason to believe that the event could jeopardize the smooth operation of the business, the safety or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organization;
- the purpose or occasion of the event is unlawful;
- there is a violation of section 1.2.

5.4 The justified withdrawal of the hotel does not give rise to a claim for damages on the part of the customer.

VI. Changes in the number of participants and the event time

6.1 The hotel must be notified of any increase in the number of participants by more than 5 percent no later than five working days prior to the start of the event; such increase shall require the hotel's consent, which shall be given in text form. Billing shall be based on the actual number of participants, but at least 95 percent of the agreed higher number of participants. If the actual number of participants is lower, the customer shall be entitled to reduce the agreed price by the additional expenses saved due to the lower number of participants, which must be proven by the customer.

6.2 A reduction in the number of participants by more than 5 percent should be communicated to the hotel in good time, at the latest five working days before the start of the event. Invoicing shall be based on the actual number of participants, however, at least however, at least 95 percent of the ultimately agreed number of participants. Clause 6.1, sentence 3 shall apply accordingly.

6.3 If the number of participants is reduced by more than 10 percent, the hotel shall be entitled to exchange the confirmed rooms, taking into account any deviating room rent, unless this is unreasonable for the customer.

6.4 If the agreed start or end times of the event are postponed and the hotel agrees to these deviations, the hotel may charge the customer appropriately for the additional service, unless the hotel is at fault.

VII. Bringing Food and Beverages

The customer may not bring food and beverages to events. Exceptions require an agreement with the hotel. In these cases, a contribution to cover overhead costs will be charged.

VIII Technical equipment and connections

8.1 Insofar as the hotel procures technical and other equipment from third parties for the customer at the customer's request, it acts in the name, with authority and for the account of the customer. The customer is liable for careful handling and proper return. He releases the hotel from all third-party claims arising from the provision of these facilities.

8.2 The use of the customer's own electrical systems using the hotel's electricity network requires the customer's consent. Malfunctions or damage to the technical systems caused by the use of these devices of the hotel are at the expense of the customer, insofar as the hotel is not responsible for them. The hotel may record and charge a flat rate for the electricity costs arising from the use.

8.3 With the consent of the hotel, the customer is entitled to use his own telephone, fax and data transmission facilities. The hotel may charge a connection fee for this.

8.4 If suitable hotel systems remain unused due to the connection of the customer's own systems, a cancellation fee may be charged.

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8.5 Malfunctions in the technical or other facilities provided by the hotel will be rectified immediately if possible. Payments cannot be withheld or reduced if the hotel is not responsible for these disruptions has to represent.

IX. Loss of or damage to items brought with you

9.1 Exhibition items or other items, including personal items, are stored at the customer's risk Event rooms or in the hotel. The hotel accepts no liability for loss, destruction or damage, either not for financial losses, except in the case of gross negligence or intent on the part of the hotel. Excluded from this are damages resulting from injury to life, limb or health. In addition, all cases in which the custody due of the circumstances of the individual case represents a typical contractual obligation, is excluded from this exemption from liability.

9.2 Decoration material brought along must meet the fire protection requirements. The hotel is entitled to demand official proof of this. If such proof is not provided, the hotel is entitled to remove material that has already been brought in at the customer's expense. Because of possible damage, the installation and attachment of objects to be coordinated with the hotel in advance. 9.3 Exhibition or other items brought along Objects are to be removed immediately after the end of the event. If the customer fails to do so, the hotel may carry out removal and storage at the expense of the customer. If the objects remain in the event room, that can charge the hotel an appropriate usage fee for the duration of the withholding of the room.

X. Customer Liability for Damage

10.1 If the customer is an entrepreneur, he is liable for all damage to buildings or inventory caused by event participants or visitors, employees, other third parties in his area or caused by himself.

10.2 The hotel may require the customer to provide an appropriate security deposit, for example in the form of a credit card guarantee, request.

XI. Final Provisions

11.1 Changes and additions to the contract, the acceptance of applications or these General Terms and Conditions should be in text form. Unilateral changes or additions by the customer are invalid.

11.2 The place of performance and payment as well as the exclusive place of jurisdiction - also for disputes relating to checks and bills of exchange - is Goppingen in commercial transactions. If a contracting party meets the requirements of § 38 paragraph 2 ZPO and has no general place of general place of jurisdiction in Germany, the place of jurisdiction is Göppingen.

11.3 German law applies. The application of the UN sales law and the conflict of laws is excluded.

11.4 Should individually provisions of these General Terms and Conditions for Events be ineffective or void be or become, the validity of the remaining provisions shall not be affected thereby. Incidentally, the apply legal regulations.