

General Terms and Conditions for Groups

1. Scope of Application

1.1 These general terms and conditions apply to contracts concerning the the rental of hotel rooms (10 or more room units - referred to as group reservations) for accommodation purposes as well as all other services and deliveries provided by the hotel to the customer in this context (hotel accommodation contract). The term "hotel accommodation contract" includes and replaces the following terms: Accommodation contract, guest reception contract, hotel contract, hotel room contract (including booking of half-board).

1.2 The sub-letting and re-letting of the room units provided as well as their use by third parties as accommodation require the consent of the hotel.

1.3 Terms and conditions by the customer are only applicable after explicit prior written agreement.

2. Contract Conclusion, Contract Partners, Liability, Limitation

2.1 The contract is concluded when the hotel has accepted the customer offer; both become contracting parties. The hotel can confirm the booking of room units in written confirm

2.2 The hotel is liable with all due diligence for its obligations within the contract. Any compensation claims by the customer are excluded. This does not apply for compensation claims resulting from injury of life, body or health due to a breach of duty the hotel can be held liable for, and for any other damage caused by the hotel with intent or by gross negligence.

2.3 Any claims against the hotel are limited to one year commencing with the beginning of the knowledge-dependant regular limitation period as stipulated under § 199 I BGB (German Civil Code). Limitation periods may not be reduced for claims due to an intentional or grossly negligent breach of duty by the hotel.

3. Services, Prices, Payment, Set-Off

3.1 Hotel hotel is obliged to deliver the services ordered by the customer and acknowledged by the hotel.

3.2 The customer is obliged to pay the price agreed by contract or the usual the hotel prices for the delivered contractual service and any other services used. The same applies to services ordered by the customer from and paid for by the hotel to third parties, in particular as well for payments claimed by copyright collecting agencies.

3.3 The contract prices include VAT. Should the period between contract conclusion and event exceed four months, and should the usual hotel price for such services increase during that period, the contract price may be appropriately increased as well.

3.4 Invoices by the hotel without a due date are payable strictly net within 10 days from receipt. The hotel shall be entitled to declare accrued costs due at any time. In case of due payments by the customer, the statutory provisions shall apply. Regardless of this, the hotel reserves to provide evidence of a higher loss.

3.5 The hotel is entitled to demand an adequate prepayment at any time. The amount to be prepaid and the due dates can be fixed in writing either in the event contract or in the framework agreement.

3.6 In justified cases, like due payments or contract extensions, the hotel shall be entitled, after conclusion of the contract and up to the start of the event, to demand and advance payment or provision of security within the meaning of clause 3.5 or an increase in the advance payment agreed in the contract up to the full agreed remuneration.

3.7 The customer may only set off or offset an undisputed or legally enforceable claim against a claim of the hotel.

4. Customer Withdrawal (e.g. counter order, cancellation) / No Show

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 agrees to the cancellation of the contract. A cost-free customer withdrawal from the contract concluded with the hotel requires the hotel's written consent.

4.2 If a date has been fixed in writing by which the customer can withdraw from the contract free of charge, the customer may do so without having to expect claims for payment or damage compensation from the hotel. The customer's right to withdraw expires if the customer fails to make use of it by the agreed date.

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-utilisation of the service. The hotel shall deduct the income from renting the rooms to other parties as well as the saved expenses. If the rooms are not let to other parties, the hotel may make a flat-rate deduction for expenses saved. In this case, the customer shall be obliged to pay at least 90% of the contractually agreed price for bed and breakfast and for package arrangements with third-party services, 70% for half-board and 60% for full-board

arrangements. The customer is free to prove that the aforementioned claim has not arisen or has not arisen in the amount demanded.

4.4 Should individual cancellation conditions be signed and agreed by contract, these shall remain valid.

4.5 If the customer withdraws only between the 8th and the 6th week before the date of arrival, the hotel is entitled to charge 70 % of the lost food turnover in addition to the agreed rental price, and 90 % for any later cancellation.

4.5 The calculation for the room turnover is based on the formula: agreed room rate incl. breakfast x total number of booked rooms.

4.7 The customer reserves the right to prove that the claim did not arise or did not arise in this amount.

5. Withdrawal by the Hotel

5.1 If the customer's right of cost-free withdrawal within a defined period has been agreed in writing, the hotel shall as well have the right to withdraw from the contract within this period if there are other customer requests for the booked rooms and if the customer does not give up his right of withdrawal. This applies accordingly if an option is granted when other requests exist and if the customer does not wish to make a firm booking within the period set by the hotel at his request. In this case, the firm booking means that from this date the originally agreed, free cancellation period is no longer valid.

5.2 If an agreed prepayment or a prepayment as defined under III, section 5 is not made, the hotel shall also have the right to withdraw from the contract.

5.3 Moreover the hotel shall have the right to withdraw from the contract for justifiable objective reasons, for example if:

- force majeure or other circumstances beyond the hotel's responsibility make it impossible to fulfil the contract
- events were booked providing misleading or wrong information on important aspects such as the customer or the purpose
- the hired rooms are used for events promoting and/or spreading right-wing extremist, racist, anti-Semitic or antidemocratic attitudes by the hirer himself or by event visitors
- the hotel has justified reason to assume that the event will violate the hotel's smooth business operation, safety or reputation in the public without this being part of the hotel's domain or organisational area; § there is a breach of duty as defined under I section 2.

5.4 In case of a justified withdrawal by the hotel, the customer is not entitled to claim for damage compensation.

6. Room handover and room unit return

6.1 The customer has no claim to the provision of specific rooms unless this has been expressly agreed.

6.2 Booked rooms are available for the customer from 3 p.m. on the day of arrival. The customer has no right for an earlier occupation of the rooms.

6.3 On the day of departure, the rooms must be vacated and made available to the hotel by 11 a.m. at the latest. Thereafter, the hotel may charge 50 % of full accommodation price for late vacating until 6 p.m. and 100 % of the full accommodation price after 6 p.m.

6.4 The customer reserves the right to prove that the claim did not arise or did not arise in this amount.

7. Change of room units

7.1 An increase of more than 5 % must be communicated in written form to the relevant contact person at the hotel no later than 5 working days before the date of arrival and requires the consent and confirmation of the hotel.

7.2 Invoicing shall be based on the actual number of rooms, but at least 95 % of the agreed, higher number of rooms.

7.3 A reduction in the number of rooms by more than 5 % must be communicated in written form to the contact person at the hotel at least 5 days before arrival and requires the consent and confirmation of the hotel. The invoice will be based on the actual number of rooms with a note of the contractually regulated cancellation conditions.

8. Final Provisions

8.1 Changes of or amendments to the contract, the contract acknowledgement or the terms and conditions for events always require the written form. Unilateral changes or amendments by the customer are ineffective.

8.2 The place of fulfilment and payment is the domicile of the respective operating company.

8.3 The contract is subject to German jurisdiction. An application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws is explicitly excluded.

8.4 If any of the individual provisions of these General Terms and Conditions turn out to be invalid or void, all other stipulations made herein shall remain unaffected. Apart from that, statutory provisions apply.