

## GENERAL TERMS AND CONDITIONS FOR EVENTS (VERSION: FEBRUARY 2022)

### 1 SCOPE OF APPLICABILITY

- 1.1 These terms and conditions shall apply to contracts for the rental of the hotel's conference, banquet, and convention rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other additional services and goods performed/provided in connection therewith by the hotel for the customer.
- 1.2 The hotel's prior consent in written form is required if the rooms, areas, or display cases are to be rented or sublet to a third party, or if invitations are issued for introductory interviews, sales promotions, or similar events, whereby section 540, para. 1, sentence 2 German Civil Code (BGB) is waived insofar as the customer is not a consumer.
- 1.3 The customer's general terms and conditions shall apply only if this is previously expressly agreed in text form.

### 2 CONCLUSION OF CONTRACT, PARTIES, LIABILITY, STATUTE OF LIMITATIONS

- 2.1 The hotel and the customer are the contracting parties. The contract shall come into force upon the hotel's acceptance of the customer's offer. At its discretion, the hotel may confirm the room reservation in written form.
- 2.2 The hotel is liable for harm inflicted on life, limb, and physical health. Further it is liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this No. 9. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum. In addition, the customer shall be obliged to notify the hotel in due time if there is a possibility that extraordinarily extensive damage may be incurred.
- 2.3 Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations period. Damage claims shall be time-barred after five years, dependent on knowledge thereof, insofar as they are not based on claims arising out of harm inflicted on life, limb, physical health or liberty. These damage claims shall be time-barred after ten years independent of knowledge thereof. The reduction of the statute of limitation periods shall not apply to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

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

- 3.1 The hotel is obligated to render the services ordered by the customer and agreed upon by the hotel.
- 3.2 The customer is obligated to pay the agreed or applicable hotel prices for rooms provided and for other services accepted. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel disburses. In particular, this applies to claims of copyright collecting agencies.
- 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 agreed prices include all taxes in effect at the time of the conclusion of the contract. If the statutory value added tax is changed or if local taxes concerning the services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. In the case of contracts with consumers, this only applies if the period of time elapsing between the date of conclusion of the contract and the date of performance of the contract is longer than four months.
- 3.5 If payment by invoice is agreed, payment shall be made within ten days of receipt of the invoice without any deductions being made, unless otherwise agreed.
- 3.6 The hotel can demand immediate payment of due debt from the customer. With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 % or, with legal transactions with a consumer, in the amount of 5 % above the base interest rate. The hotel reserves the right to prove greater damage.

- 3.7 The hotel is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in written form in the contract. The provisions of statute shall apply in the event of late payment by the customer.
- 3.8 In justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, the hotel shall be entitled, also after the conclusion of the contract up to the commencement of the event, to demand an advance payment or a security within the meaning of the above-mentioned No. 3.5 or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration.
- 3.9 The customer may only set-off, reduce or clear a claim of the hotel with a claim which is undisputed or decided with final, res judicata effect.
- 3.10 The customer is in agreement with the invoice being sent to the customer by electronic transmission.

### 4 WITHDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT)

- 4.1 The customer can only withdraw from the contract concluded with the hotel, if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of withdrawal exists or if the hotel gives its explicit consent to the withdrawal. The contractual agreement of a right of withdrawal as well as the consent to withdrawal from the contract shall be in written form.
- 4.2 Insofar as the hotel and customer have agreed upon a date for a cost-free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring 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.
- 4.3 The hotel is entitled to the contractually agreed rate even if the rooms are not used, if a contractual right of withdrawal was not agreed or has expired, a statutory right of withdrawal or cancellation is not given and the hotel does not give its consent to the cancellation of the contract. The hotel must credit the income from renting the rooms to other parties as well as for saved expenses. Saved expenses can be assessed in a lump sum according to No. 4.4, 4.5 and 4.6. The customer is at liberty to show, that the claim has not arisen at all or that it is much lower than the demanded claim. The hotel is at liberty to show that a higher claim has arisen.
- 4.4 If the customer withdraws from the contract between the eighth and fourth week prior to the date of the event, the hotel shall be entitled to charge – in addition to the agreed rent – 80 % of lost food sales (90 % of food sales for any later cancellation). If events are for several days, the first day of the event shall be taken to calculate the relevant period. The customer is at liberty to demonstrate that the claim did not arise or not in the amount claimed. The hotel is at liberty to demonstrate that a higher claim has arisen.
- 4.5 Food sales are calculated using the following formula: agreed menu price x the number of participants. If no price had yet been agreed for the menu, then the least expensive three-course menu in the current set of event offerings shall apply. 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 between the eighth or fourth week before the date of the event, the hotel has the right to charge 80%, in the event of cancellation in the fourth week or less prior to the date of the event, to charge 90% of the flat rate conference fee multiplied by the agreed number of participants. If the events are for several days, the first day of the event shall be taken to calculate the relevant period. The customer is at liberty to demonstrate that the claim did not arise or not in the amount claimed. The hotel is at liberty to demonstrate that a higher claim arose.

### 5 WITHDRAWAL OF THE HOTEL

- 5.1 Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time, if inquiries from other customers regarding the contractually reserved event rooms exist and the customer, upon inquiry thereof by the hotel, does not waive his right of withdrawal.

- 5.2 If an agreed advance payment or an advance payment or a security demanded pursuant to No. 3.5 and/or No. 3.6 is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to withdraw from the contract.
- 5.3 Moreover, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if
- force majeure or other circumstances beyond the hotel's control render the fulfilment of the contract impossible;
  - rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts;
  - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
  - the purpose or the cause of the stay is illegal;
  - there is a breach of the above-mentioned No. 1.2.
- 5.4 The justified withdrawal by the hotel constitutes no claims for damages for the tour operator.

#### **6 CHANGES IN NUMBER OF PARTICIPANTS AND TIME OF EVENT**

- 6.1 The hotel must be notified at least five working days prior to 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 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 The hotel shall be notified in good time, no later than five working days prior to commencement of the event, of a reduction of over 5% in the number of participants. The invoice shall be based on the actual number of participants, at least, however, on 95% of the number of participants ultimately agreed. Subsection 6.1, sentence 3 shall apply accordingly.
- 6.3 The final number of participants must be communicated to the hotel no later than two working days before the beginning of the event in text form. The invoice will be calculated on the basis of the communicated number of participants in compliance with a minimum number of participants.
- 6.4 If the number of participants changes, the hotel shall be entitled to re-determine the agreed prices and to exchange the confirmed room reservations unless this is unreasonable for the customer.
- 6.5 If the event's agreed starting or ending times change and the hotel agrees to such deviations, the hotel may reasonably charge for the added cost of stand-by service, unless the hotel is at fault.

#### **7 BRINGING OF FOOD AND BEVERAGES**

The customer may not bring food or beverages to events. Exceptions must be agreed with the hotel. In such cases, a charge will be made to cover overhead expenses.

#### **8 TECHNICAL FACILITIES AND CONNECTIONS**

- 8.1 To the extent the hotel obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney and for the account of the customer.  
The customer is liable for the careful handling and proper return of the equipment. The customer shall indemnify the hotel against all third-party claims arising from the provision of the facilities or equipment.
- 8.2 Consent is required for the use of the customer's electrical systems on the hotel's electrical circuit. The customer shall be liable for malfunctions of or damage to the hotel's technical facilities caused by using such equipment, to the extent that the hotel is not at fault. The hotel may charge a flat fee for electricity costs incurred through such usage.
- 8.3 The customer is entitled to use his own telephone, fax, and data transfer equipment with the hotel's consent. The hotel may charge a connection fee.

- 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 regulations and other requirements.
- 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 Malfunctions of technical or other equipment provided by the hotel will be remedied promptly whenever possible. To the extent the hotel was not responsible for such malfunctions, payment may not be withheld or reduced.

#### **9 LOSS OF OR DAMAGE TO PROPERTY BROUGHT IN**

- 9.1 Customer shall bear the risk of damage or loss of objects on exhibit or other items including personal property brought into the event rooms/hotel. The hotel assumes no liability for loss, destruction, or damage to or of such objects, also not for property damages, with the exception of cases of gross negligence or intent on the part of the hotel. Excepted here from are cases of damage caused as a result of harm inflicted on life, limb and physical health. In addition, in all cases in which the safekeeping represents a contractually typical obligation due to the circumstances of the individual case, release from this liability shall be prohibited.
- 9.2 Decorations brought in must conform to the fire protection technical requirements. The hotel is entitled to require official evidence thereof. Should such proof not be given, then the hotel shall be entitled to remove materials already brought in at the cost of the customer. Due to the possibility of damage, the hotel must be asked before objects are assembled or installed.
- 9.3 Objects on exhibit and other items must be removed immediately following the end of the event. If the customer fails to do so, the hotel may remove and store such at the customer's expense. If the objects remain in the room used for the event, the hotel may charge a reasonable compensation for use for the period that they remain there.

#### **10 CUSTOMER'S LIABILITY FOR DAMAGE**

- 10.1 Insofar as the customer is an entrepreneur, he shall be liable for all damage to buildings or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the customer and the customer itself.
- 10.2 The hotel may require the customer to provide reasonable security, such as a credit card guarantee.

#### **11 FINAL PROVISIONS**

- 11.1 Amendments and supplements to the contract, the acceptance of offers, or these general terms and conditions should be made in written form. Unilateral amendments or supplements by the customer are invalid.
- 11.2 If the customer is a merchant or public law legal entity, the courts of Dresden 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 In compliance with its statutory obligation the hotel points out that the European Union has set up an online platform for the extrajudicial resolution of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/>  
The hotel does not, however, participate in dispute resolution proceedings held before consumer dispute resolution bodies.
- 11.5 Should individual provisions of these general terms and conditions for Events be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.