

**General Terms and Conditions of the 25hours Hotel Company in Germany for Events (last update: March 2018)**

**I. Sphere of Application**

1. These Terms and Conditions apply to all contracts concerning the renting of conference, banquet and event rooms by the 25hours hotel company in question (hereinafter referred to as 'Company') for the holding of events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all Company services rendered for guests in this connection.
2. The subletting or onward letting of rented rooms, premises, spaces or display cases, as well as public invitations and the holding of sales or similar events, requires the Company's prior written consent, to the exclusion, unless the guest is a consumer, of Section 540 paragraph 1 sentence 2 of the German Civil Code (Bürgerliches Gesetzbuch ~ BGB).
3. These Terms and Conditions apply exclusively. Any contrary or divergent terms and conditions will not be recognised unless they are expressly agreed in advance and in writing. Any special contractual agreements between the Company and the guest take precedence.

**II. Conclusion of Contract, Contracting Parties**

1. The Contract enters into force on acceptance of the guest's request by the Company. The Company is entitled to confirm the booking of a room or event in writing or by e-mail.
2. The Contracting Parties are the Company and the guest for whom the Company is providing the services. If a third party makes the order on the guest's behalf it is jointly and severally liable to the Company together with the guest for all obligations arising from the Contract in question.

**III. Services, Prices & Payment**

1. The Company undertakes to reserve the rooms booked by the guest and promised by the Company, as well as any services individually agreed with the guest. The guest is not entitled to a specific room which has already been allocated on organisational grounds.
2. The guest undertakes to pay either the prevailing price charged by the Company for the services or the price agreed with the Company if different. This also applies to services outsourced by the Company to third parties, whether these are procured directly by the guest or obtained via the Company. This applies in particular to the claims of copyright associations.

3. The agreed prices are inclusive of the taxes and local levies prevailing at the time of concluding the Contract. In the event of changes to VAT or the introduction, changing or abolition of local levies on the service in question after conclusion of the contract the prices will be adjusted accordingly. However, in the case of contracts with consumers this only applies if the period between conclusion and fulfilment of the contract exceeds four months.
4. On concluding a contract with a guest the Company is entitled to charge a reasonable advance payment or to demand security, for instance in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be agreed in writing in the Contract.
5. In justified cases, for example in the event of a guest falling into arrears or the broadening of the Contract's scope, in conformity with subsection III. 4 above the Company is entitled, between conclusion of the Contract and the start of the event, to increase the advance payment or guarantee agreed in the Contract by any amount up to the full agreed remuneration.
6. If a guest wishes to reduce the the scope of the services it requires, the Company may make its agreement to said reduction subject to an increase in the charge it makes for the services it does provide.
7. Company invoices with no due date are payable in full within ten days of receipt. The Company may at any time demand the immediate payment by guests of claims which are already due.
8. If a guest falls into payment arrears guest the Company is entitled to charge the prevailing statutory rate of penal interest, which is currently the central bank base rate plus 8%, or in the case of transactions involving consumers 5%. However, irrespective of this the Company reserves the right to prove that it has suffered greater loss or damage. Furthermore, in this event the Company is entitled to refuse to render any further or future services for the guest provided it has given the guest prior warning and set a period for payment of the arrears, in the process warning the guest that it would refuse to render any further services if said payment is not made within the stipulated period.
9. In every individual case the Company is entitled to choose whether or not to accept credit cards and which credit cards it is willing to accept, even if its general acceptance of credit cards is advertised on signs displayed in the Company. Cheques, credit cards and other means of payment are accepted only in consideration of performance.

#### **IV. Right of Offset**

The guest may only offset its own claims against the Company's claims if said claims are undisputed or established in law

#### **V. Cancellation by the Company**

1. If a given individual contract grants the guest a right of cancellation without charge within a given period, the Company is likewise entitled to cancel the Contract during that period if other prospective guests make enquiries about the contractually booked bedrooms or event rooms and, in response to a corresponding request by the Company, the guest elects not to waive its cancellation right.
2. If an advance payment or security agreed or demanded pursuant to Section III above is not made/furnished by the expiry of a reasonable extension period granted by the Company, the Company shall be entitled to cancel the Contract.
3. The Company is also entitled to cancel the Contract on legitimate material grounds. A legitimate material ground is deemed to exist if
  - force majeure or other circumstances beyond the Company's control render fulfilment of the Contract impossible;
  - rooms are booked on the basis of misleading or false information, for instance regarding the identity of the guest or purpose of the booking;
  - events or rooms are culpably booked on the basis of misleading or false information or the withholding of material circumstances. These may concern the guest's identity or solvency or the purpose of the stay;
  - the Company has good reason to believe that providing its services for the guest in question could jeopardise the smooth running, safety or reputation of the Company in ways not imputable to the Company's sphere of control or organisation;
  - the purpose of or reason for the stay and/or event is unlawful;
  - the guest allows third parties to use the rooms without the Company's consent.
4. The guest has no right to damages in the event of the legitimate cancellation of the Contract by the Company.

#### **VI. Cancellation of Events by the Guest**

1. The guest is only entitled to cancel an Event Contract concluded with the Company if the Contract expressly provides for a right of cancellation, if there is in any case a statutory right of cancellation or if the

Company expressly consents to the rescission of the Contract. Any agreement to a right of cancellation or to the rescission of a contract must be made in writing.

2. If the Company and the guest agree a deadline after which the right to cancel the Contract without charge expires, the guest may cancel the Contract until said expiry date without triggering any right to payment or damages on the Company's part. However, the guest's right of cancellation is forfeited if it is not exercised within that period.
3. If a right of cancellation has not been agreed or has already expired, if there is no statutory right of cancellation or termination or if the Company does not consent to the rescission of the Contract, the Company reserves its right to the agreed remuneration regardless of whether the guest avails itself of the agreed services or not. However, [when calculating the above-mentioned remuneration] the Company must offset any receipts from alternative use of the rooms and also any cost savings [resulting from the cancellation]. Said saved expenses will be taken into account via the following compensation arrangements:
  4. The guest is obliged to pay compensation if it cancels within 84 days of the agreed event date. The following cancellation fees will be payable:
    - 42-83 days before the start of the event 50%
    - 14-41 days before the start of the event 75%
    - 1-13 days before the start of the event 90%of either the agreed price or the price for the arranged event as determined by the Company's price list. If the guest only hires premises, without any meals or drinks, the remuneration payable will be 90% of the agreed price regardless of the cancellation date. However, the guest shall be free to provide proof that a claim for the above amounts has not in fact arisen or is excessive, whereas the Company shall be free to provide proof that the loss or damage incurred was in fact greater.

#### **VII. Change of Event Time and Additional Services**

1. If agreed event start and finish times are delayed, and the Company agrees to these changes, the Company may make a reasonable extra charge for services made available during this period unless the Company is responsible for the delay.
2. If the guest requests changes to the agreed type of seating on the day of the event the Company reserves the right to make a fixed charge of EUR 75 for the rearrangement work involved.
3. The actual number of people at events where food and drink are served may not be more than 20%

lower than the number stated in the event contract, regardless of when the number of people was reduced.

4. The guest is obliged to inform the Company of the final number of people at least 5 working days before the event starts.
5. If the number of people increases, the actual number of people in attendance will be used as the basis for the invoice.
6. If the actual number of people is lower than the final figure provided, the Company shall be entitled to bill the guest the difference between the actual number of people and the maximum permissible reduction in full.
7. Any costs incurred for services over and above the agreed ones, such as telephone, bar and mini-bar drinks and other additional meals and drinks, must be paid for by the event participants themselves. The guest is jointly and severally liable for any such costs together with the event participants.

#### VIII. Bringing Food and Drink to Events

The guest may not bring its own food and drink to events except with the Company's consent. If said consent is given a charge will be made to cover the Company's overhead costs in this respect.

#### IX. Technical Equipment and Connections

1. If the Company obtains technical and other equipment from third parties at the guest's request it does so in the name, on the authority and on behalf of the guest. The guest is responsible for handling the equipment with care and returning it in good condition, and hereby indemnifies the Company against all third-party claims arising from the provision of said equipment.
2. The guest must obtain the Company's consent if it intends to connect its own electrical equipment to the Company's power network. Any malfunctions or damage to the Company's technical installations caused by the use of this equipment will be charged to the guest unless the Company is at fault for said damage. The Company is entitled to make a fixed charge to cover the cost of the electricity consumed by this equipment.
3. With the Company's consent the guest may use its own telephone, fax and data transmission equipment. The Company may charge a connection fee in this respect.
4. If the use of the guest's own equipment means that

suitable Company equipment remains unused the Company is entitled to make a corresponding compensation charge.

5. Any malfunctions in technical or other equipment provided by the Company will be repaired as quickly as possible. However, payments may not be withheld or reduced unless the Company is responsible for said malfunctions.

#### X. Loss of or Damage to Items Brought by Guests

1. Any personal items or items brought to the Company by guests for use at events are kept in the event rooms or the Company at the guest's own risk. The Company disclaims all liability for the loss, destruction or damage of said items, including for financial loss, unless this is the result of gross negligence or intent on the Company's part. Also excluded from the above disclaimer are loss of life, physical injury and harm to health, as well as all cases whose individual circumstances entail that safekeeping constitutes a contractually-typical obligation.
2. Any decorative items brought by guests must comply with all fire safety requirements. The Company is entitled to demand official proof of compliance, and if such proof is not forthcoming the Company may remove materials already installed at the guest's cost. The guest must consult with the Company before putting up or affixing any items.
3. Any items brought for display or other purposes must be removed immediately at the end of the event. If the guest fails to do so the Company may remove and store said items at the guest's cost. If the items are left in an event room the Company may make a reasonable charge for the use of that room until it has been made ready for reuse.

#### XI. The Guest's Liability during Events

1. If the guest is a business enterprise it is liable for all damage to buildings, furnishings, fixtures or fittings caused by event participants, visitors, employees, other associated third parties or by the guest itself.
2. The guest hereby indemnifies the Company against all third-party claims arising from the conduct of the guest, its employees, the event participants or the guest's vicarious agents.

#### XII. The Company's Liability

1. Compensation claims on the part of the customer are excluded. Exempt from this rule are claims on the part of the customer for damages due to injury to life, body and health, or in case of violation of contractual

duties (cardinal obligations), as well as liability for other damages based on intentional or grossly negligent breaches of duty committed by the hotel, its legal representatives or agents. Essential contractual obligations are those which need to be fulfilled in order to achieve the aim of the contract. In the case of violation of contractual duties, the hotel shall only be liable for foreseeable damage typical for the contract, if such damage was caused by ordinary negligence, unless the customer claims damages relating to injury to life, body or health. The aforementioned limitations shall also apply in favour of the legal representatives and vicarious agents of the hotel, if claims are made directly against them.

2. The company is liable to the guest in accordance with the prevailing legal provisions for the items brought by the guest to the Company. The Company recommends using the main Company safe or bedroom safe. If the guest wishes to bring to the hotel money, securities or valuables to a value in excess of EUR 800, or other items to a value of over EUR 3,500, it must make a separate safekeeping agreement with the Company.
3. If the Company provides the guest with a parking space in the Hotel garage or car park, including for a charge, this does not constitute a safekeeping agreement. In the event of the loss of or damage to motor vehicles while parked or being driven on the Hotel's grounds, or to the contents thereof, the Company is only liable pursuant to subsection XII, 1, sentences 1 to 4 above.

#### XIII. Right to Refuse Admittance or Eject Guests

The Company is entitled to refuse a guest admittance to the Company or accommodation therein if on the guest's arrival it has good grounds for believing that the guest is under the influence of drugs or alcohol or otherwise behaves in an offensive manner towards company staff or other guests. The Company is entitled to eject a guest from the Company and cancel without notice its existing Contract with that guest if he or she repeatedly disturbs the peace or causes a nuisance for other guests or company staff.

#### XIV. Closing Provisions

1. Any amendments or supplements to the Contract, the [provisions governing] acceptance of orders or to these General Terms and Conditions must be made in writing. Any unilateral amendments or supplements made by the guest are hereby null and void.
2. The place of commercial performance and payment is the registered office of the Company.
3. The exclusive place of jurisdiction over commercial

matters, including disputes relating to cheques, is the Free and Hanseatic City of Hamburg. However, if it so chooses the Company may also take legal action against a guest at the seat of the relevant Company or guest. The same applies if the guest meets the conditions of Section 38 paragraph 2 of the German Code of Civil Procedure (Zivilprozeßordnung - ZPO) and does not have any general place of jurisdiction in Germany.

4. These General Terms and Conditions are governed by German law, to the exclusion of UN sales law and legal provisions governing conflicts of law.

Hamburg, March 2018