

Standard Terms and Conditions

For the rental of conference, banquet and exhibition rooms at the Best Western Hotel Halle-Merseburg

1. Scope of application

(1) The following Standard Terms and Conditions are an integral component of the contract concluded between the hotel Best Western Hotel Halle-Merseburg and the customer (hereinafter: "Customer"; Hotel and Customer shall hereinafter also be referred to as the "Parties").

(2) These Standard Terms and Conditions shall apply to the rental of conference, banquet and exhibition rooms as well as any agreements on other supplies and services.

2. Conclusion of the contract

(1) The Hotel's offers are subject to confirmation. The contract is concluded by the Hotel accepting the Customer's application.

(2) The Hotel shall not be required to confirm conclusion of the contract in writing.

3. Customer's information obligation; promotional activities

(1) The Customer agrees to inform the Hotel without undue delay and without a prior request, however, no later than upon the conclusion of the contract, of whether the provision of the services and/or the event, due to its political, religious or other character, may cause public interest or may be detrimental to the Hotel's interests and/or reputation.

(2) Newspaper adverts and other promotional activities or publications referring to the Hotel and/or containing, for example, invitations to job interviews and/or sales events, always require the Hotel's written consent. Should the Customer fail to comply with this information obligation, or should a publication be made without such consent, the Hotel shall have the right to cancel the event. In such cases, the Customer shall pay 90 % of the agreed price. The Customer shall be free to provide proof that no damage has been incurred, or that the damage incurred was lower than asserted.

4. Services; prices, payments, set-off; right of lien

(1) The Hotel agrees to have available the rooms booked by the Customer, and to provide the agreed services.

(2) The prices for the letting of rooms and/or provision of the agreed services shall be agreed when the event is coordinated. In consideration of the provision of the services, the Customer shall be obligated to pay the Hotel's prices as applicable and/or agreed. This shall also apply to services initiated by the Customer and to the Hotel's expenditures for third parties. In as far as the Hotel procures, or causes the procurement of, technical or other services from third parties for the Customer, the Hotel shall be acting on behalf of the Customer and for the Customer's account. The Customer shall be responsible for ensuring that these facilities are treated with due care and are properly returned, and shall indemnify and hold harmless the Hotel from and against any third-party claims arising from the letting of these facilities.

(3) The Customer does not have the right to request that assisting personnel be provided for the transport and assembly of products and other objects brought in by the Customer or by a third party.

(4) In as far as the Customer requests provision of services by the Hotel that go beyond what has been agreed in the contract, e.g. beyond the end of the agreed duration of the event, a service fee based on individual receipts shall be due and payable.

(5) The agreed prices include VAT at the applicable rate. In view of contracts with Customers who are not private individuals, the Hotel reserves the right to specify and/or agree net prices.

(6) Should the period between the conclusion of the contract and the beginning of the event exceed four (4) months, and should the price usually invoiced by the Hotel for the contractual services increase after the conclusion of the contract, the contractually agreed price may be increased adequately, however, by no more than 5 %.

(7) Should the VAT rate applicable at the time the contract is concluded be increased, the gross price for the contractual services shall be increased by the percentage of the difference between the VAT rates. Accordingly, if the applicable VAT rate is once more reduced, the gross price shall be reduced by this difference.

(8) Billing shall be in the EURO currency. In the event of payment in foreign currencies, any exchange rate differences and bank charges shall be borne by the Party that is liable to pay the relevant amount.

(9) The Hotel shall have the right to adjust prices if the Customer retroactively requests changes to the booked rooms, the Hotel's services or the duration of the event, and if the Hotel approves such changes.

(10) Invoices that do not specify a due date shall be due and payable within ten days from receipt of such invoice. In the event of delayed payment, the Hotel shall have the right to request payment of the applicable statutory default interest. The Hotel shall be free to provide proof that the damage incurred was higher; the Customer shall be free to provide proof that the damage incurred was lower.

(11) The Hotel shall at all times have the right to request payment of an adequate advance payment or security. For advance payments and the provision of security for package holidays, the statutory provisions shall remain unaffected.

(12) Set-offs by the Customer against the Hotel's claims are only permitted if the Customer's claims are uncontested or have been finally and bindingly determined.

(13) With regard to its claims, the Hotel shall have a right of lien pursuant to Section 704 of the German Civil Code (BGB) in all objects brought to the Hotel by the Customer.

5. Number of participants / billing during event

(1) The Customer shall inform the Hotel upon the conclusion of the contract of the anticipated number of participants of the planned event. The Hotel must be notified of any changes of the number of participants by more than 5 % no later than five business days prior to the beginning of the event; such changes require written approval by the Hotel.

(2) When billing services which the Hotel provides on the basis of the number of registered persons (for instance for food and beverages), the actual number of persons will be billed if the actual number of participants exceeds the number of registered and contractually agreed participants.

(3) A reduction of the number of participants by the Customer by up to a maximum of 5 % will be accepted by the Hotel for billing. For deviations exceeding 5 %, the originally agreed number of participants less 5 % will be used as a basis. The Customer shall have the right to reduce the agreed price by any expenses that the Hotel saves due to the lower number of participants; the Customer shall provide proof of such savings.

(4) If an event lasts until after 11 p.m., the Hotel shall have the right to bill personnel expenses on the basis of individual receipts from such time onwards, except if the agreed consideration already covers time beyond 11 p.m. Furthermore, the Hotel shall have the right to pass on any travel costs incurred by the staff members, on the basis of individual receipts, if staff has to embark on the journey home after the public transport system has closed down for the night.

6. Bringing food/beverages to the premises

(1) The Customer shall not bring food and/or beverages to the events. Exceptions require the Hotel's written approval. In such cases, a fee shall apply. The Hotel shall not be liable for damage caused by food brought to the premises, except if the Hotel acted wilfully or in a grossly negligent manner.

(2) The Hotel shall not assume any liability for damage caused by food and beverages taken from the premises by a Customer or a third party after an event, except if the Hotel acted wilfully or in a grossly negligent manner.

7. Technical facilities and connections for events

- (1) In as far as the Hotel procures technical and other facilities from third parties for the Customer upon the Customer's request, the Hotel shall act on behalf of, by proxy of, and for the account of the Customer. The Customer shall be responsible for ensuring that such facilities are handled with due care and are properly returned. The Customer shall indemnify and hold harmless the Hotel from and against any third-party claims based on the procurement and letting of such facilities.
- (2) If technical structures and equipment are installed, the Hotel shall have the right to request that such structures or equipment be approved by TÜV or a comparable testing company, and that the Customer provide the Hotel without undue delay and without a request with the technical test certificate.
- (3) Use of the Customer's own electrical equipment on the Hotel's electricity grid requires the Hotel's written approval. The Hotel shall have the right to invoice lump-sum usage fee. The Customer shall be liable for any malfunction or damage to the Hotel's technical equipment caused by the use of the Customer's devices, except if such malfunction or damage falls within the Hotel's sphere of responsibility. If the property of third parties or third persons suffers any damage, the Customer shall be solely liable for such damage and shall indemnify and hold harmless the Hotel from and against any such claims by third parties.
- (4) With the Hotel's approval, the Customer may use its own telephone, fax and data transmission equipment; the Hotel may request payment of a connection fee.
- (5) The Hotel shall endeavour to immediately rectify any malfunctions that occur in the technical or other equipment provided by the Hotel. Payments may not be retained or reduced in as far as the Hotel is not responsible for such malfunctions.
- (6) If the Customer arranges for the performance of music, the Customer shall be responsible for filing the required notifications and billing information with the performing rights association GEMA.
- (7) The Customer shall obtain in good time and at its own expense any official permits required for an event.

8. Hotel's liability; liability for decoration material and exhibits during events

- (1) Any exhibition objects and other, including personal, objects brought to the premises shall be located at the event premises and/or in the Hotel at the Customer's risk. The Hotel shall not assume any liability for their loss, destruction or damage, including financial damage, except in the event of gross negligence or wilful acts by the Hotel or its vicarious agents. The same shall apply to all cases where the storage of such objects, due to the circumstances in the individual case, constitutes a typical contractual obligation. The statutory liability under Sections 701 et seq. BGB shall remain unaffected.
- (2) Otherwise, the Hotel's liability for its own fault and fault on the part of its vicarious agents shall be limited to wilful acts and gross negligence. This limitation of liability shall not apply to product liability claims, claims under a voluntary warranty assumed by the Hotel, or to claims due to the death of an individual, bodily injuries or adverse health effects, or breaches of so-called cardinal obligations, i.e. obligations, compliance with which is indispensable in order to achieve the purpose of the contract, and in compliance with which the Customer has a right to trust. However, in the latter case, liability shall be limited to replacement of the typical, foreseeable average damage.
- (3) Delivery of materials for an event must be notified to the Hotel seven days prior to delivery in order to ensure acceptance and due storage.
- (4) Decoration material brought to the premises must comply with the requirements of fire protection. The Hotel shall have the right to request official proof for this. If such proof is not provided, the Hotel shall have the right to remove any material already introduced by the Customer, at the Customer's cost. In order to prevent potential damage, the installation and mounting of objects in the Hotel must first be coordinated with the Hotel.
- (5) The Customer shall remove the exhibition objects and other objects brought to the premises without undue delay after the event has ended. Should the Customer fail to comply with the obligation set out in sentence 1, the

Hotel shall have the right to remove and store the objects at the Customer's cost, or to invoice the Customer with an adequate rent for the rooms for the period during which the objects remain at the premises. The Customer shall be free to provide proof that the claim specified above did not originate, or did not originate in the amount requested.

(6) The Customer itself shall dispose of any packaging materials (cardboard, boxes, plastic, etc.) delivered by the Customer, or shall take such materials back. Should the Customer fail to comply with this obligation, the Hotel may dispose of such packaging material at the Customer's cost.

(7) The above provisions shall also apply to objects rented from third companies and brought to the Hotel premises at the Customer's request.

(8) The Hotel shall handle messages, mail and deliveries of goods for the Customer with due care. The Hotel shall deliver, store and - upon request and for payment of a fee - forward the above. Claims for damages shall be excluded, except if they are due to wilful acts or gross negligence.

9. Customer's liability for damage

(1) The Customer shall be liable for any damage to the Hotel building or fixtures caused by the Customer, participants or visitors of the event, employees or other third parties.

(2) The Hotel may request that the Customer provide adequate security (e.g. insurance, deposit, guarantees).

(3) The Customer shall also be liable to the Hotel for payment of any additional services used by participants of the event.

10. Cancellation

a) see provisions in the contract

b) If the rented rooms are cancelled after the deadlines specified in a) above, the Customer shall pay the full rent plus 50 % of the price of the agreed services (e.g. food, conference package fee).

c) All special services (third-party services booked by the Hotel on behalf of the Customer) must be reimbursed in full, irrespective of the time of cancellation.

The Customer shall be free to provide proof that the asserted damage did not originate, or did not originate in the requested amount.

11. Right of withdrawal

(1) If a right of withdrawal for the Customer during a specific time period was agreed in writing or in text form, the Hotel shall in turn have the right to also withdraw from the contract during this period if other customers submit inquiries regarding the contractually booked premises and the Customer does not waive its right of withdrawal upon a corresponding request by the Hotel.

(2) If and in as far as advance payments have been agreed with the Customer and the Customer fails to effect such advance payments during an adequate period of grace set by the Hotel, including the threat to refuse acceptance after that, the Hotel shall have the right to withdraw from the contract.

(3) The Hotel shall furthermore have the right to withdraw from the contract for objectively justified reasons, for instance in the following cases

- a. if force majeure or other circumstances for which the Hotel is not responsible render performance of the contract impossible (e.g. strikes, power failure, etc.);
- b. if misleading or incorrect information on essential facts (e.g. persons or purpose) is provided when premises for an event are booked;

- c. if the Hotel has justified reason to believe that the use of the Hotel services may endanger the smooth operation of business, security or the Hotel's public reputation, without this originating from the Hotel's sphere of control or organisation;
- d. if the purpose or occasion of the stay is unlawful;
- e. if the Customer sub-lets the rented premises, or uses them for purposes other than those agreed in the contract, without the Hotel's prior written consent.

(4) A withdrawal shall not affect the Hotel's right to request payment of damages.

12. Limitation periods

The Customer's claims shall become time-barred in accordance with the statutory provisions. Deviating from Section 195 BGB, the limitation period for all of the Customer's claims shall be one year. Deviating from Section 199 (3) No. 1 and (4) BGB, claims for damages and other claims, irrespective of whether the relevant party had knowledge of such claims, or should have had knowledge had it acted without gross negligence, shall become time-barred after expiry of five years from the time they originate. The above shall not apply to damages caused by the death of an individual, bodily injuries, adverse health effects or breaches of personal freedom, or if the Hotel acted wilfully or with gross negligence.

14. Lost property

Objects that are left behind will only be forwarded upon a specific request. The Hotel shall store objects that are left behind for six months. After expiry of this period, such objects shall be handed over to the local lost-and-found office.

15. Final provisions

(1) Modifications of, and amendments to the contract between the Parties or to these Standard Terms and Conditions must be set out in writing in order to be valid.

(2) The place of performance and payment shall be the Hotel's registered place of business.

(3) The exclusive place of jurisdiction for transactions with commercial businesses shall be the Hotel's registered place of business. If a Customer meets the requirements in Section 38 (2) of the German Civil Procedure Code (ZPO), and does not have a general place of jurisdiction in the Federal Republic of Germany, the applicable place of jurisdiction shall be the Hotel's registered place of business.

(4) The law of the Federal Republic of Germany shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and of the conflict of laws provisions shall be excluded.

(5) Should one of the above provisions be or become entirely or partially invalid, this shall not affect the validity of the remaining provisions in the contract.

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