

THE RILANO Hotel München | RILANO 24|7 Hotel München | RILANO 24|7 Hotel München City | THE RILANO Hotel Hamburg |

THE RILANO Hotel Cleve City | THE RILANO Hotel Frankfurt Oberursel | RILANO 24|7 Hotel Wolfenbüttel | KUhotel by Rilano

Hotels of the Rilano Group GmbH, Wilhelm-Wagenfeld-Str. 4 | 80807 München | HRB 205879, Munich County Court

GENERAL TERMS AND CONDITIONS OF BUSINESS FOR EVENTS (STATUS: 08/2018)

I. SCOPE OF APPLICATION

1. The present Terms and Conditions of Business apply to the leasing of conference, banquet and event rooms of the hotel for the holding of events such as banquets, seminars, conferences, exhibitions and presentations etc. and to all further services and deliveries by the hotel rendered in this connection for the customer. "Hotel" means the hotel of the Rilano Group GmbH in question.

2. Sub- or further leasing of the rooms, areas or glass cabinets provided and an invitation to job interviews, sale or similar events shall require the prior consent of the hotel in a textual form, in which context applicability of § 540, sub-section 1, sentence 2, German Civil Code, is done away with to the extent that the customer is not a consumer.

3. General terms and conditions of the customer shall only be applicable if this has been expressly agreed in a textual form beforehand.

II. CONCLUSION OF CONTRACT, CONTRACT PARTNERS, LIABILITY, BARRING

1. The contract shall originate by acceptance of the customer's application by the hotel; these shall be the contract partners. The hotel shall be free to confirm the booking of the event in a textual form.

2. If the customer/orderer is not the organiser personally or if a commercial mediator or organiser is involved by the operator, the operator shall be liable jointly and severally with the customer for all duties arising from the contract to the extent that a matching declaration from the organiser is available to the hotel.

3. The hotel shall be liable for its duties from the contract. Customer's claims to damages have been ruled out. An exception from this shall be formed by damage from injury to life, limb or health, if the hotel is answerable for the breach of duty, other damage based on a deliberate or negligent breach of duties by the hotel and damage based on a deliberate or negligent breach of duties of the hotel typical for the contract. A breach of duty by the hotel's legal representatives or vicarious agents shall be equated to a breach by the hotel. If disturbances or defects occur in the hotel's services, the hotel shall endeavour to ensure a remedy if it knows of the defect or is notified by the client without delay. The customer shall be obliged to contribute what can reasonably be expected of it in order to remedy the disturbance and to keep possible damage slight. Apart from this, the customer shall be obliged to notify the hotel in good time of the possibility of the origination of extraordinarily high damage.

4. All claims against the hotel shall be barred by limitation one year after the statutory start of barring by limitation as a matter of principle. Claims to damage shall be barred in five years independent of knowledge to the extent that they are not based on an injury to life, limb or health or liberty. Said claims to damages shall be barred by limitation in ten years, independent of knowledge. The curtailments of barring shall not apply to claims based on a deliberate or grossly negligent breach of a duty by the hotel.

III. SERVICES, PRICES, PAYMENT, OFFSET

1. The hotel shall be obliged to render the services ordered by the customer and assured by the hotel.

2. The customer shall be obliged to pay the agreed or valid prices of the hotel for these and further services claimed. This shall also apply to services and expenditure of the hotel to third parties arranged for by the customer, in particular also for claims by copyright exploitation companies. The agreed prices shall be understood inclusive of the statutory turnover tax at the time in question.

3. Invoices of the hotel without a maturity date shall be due for payment without deduction within 10 days of receipt of the invoice. The hotel can demand immediate payment of due claims from the customer at any time. In the event of arrears in payment, the hotel shall be entitled to demand the statutory default interest at the time in question to the amount of currently 9% or, in the event of legal transactions in which a consumer is involved, to the amount of 5% above the basic rate of interest. The right to prove higher damage shall remain reserved for the hotel.

4. The hotel shall be entitled to demand a suitable advance payment or collateral from the customer at the conclusion of the contract in the form of a credit card guarantee, a down payment or similar. The amount of the advance payment and the payment dates can be agreed in the contract in a textual form.

5. In substantiated cases, e.g. arrears in payment of customer or extension of the scope of the contract, the hotel shall be entitled to demand an advance payment or collateral in the sense of the previous sub-section 4 or an increase of the advance payment or collateral agreed in the contract up to the complete agreed remuneration, even after the conclusion of the contract, until the start of the event.

6. The customer can only offset against or account a claim of the hotel with an undisputed or legally effective claim.

IV. WITHDRAWAL BY THE CUSTOMER (COUNTER-ORDER, CANCELLATION)

1. Withdrawal of the customer from the contract concluded with the hotel shall require the hotel's consent in a textual form. If it is not given, the agreed room rent from the contract and the services arranged by the hotel with third parties shall also be paid in any case, even if the customer does not make use of contractual services and further leasing is no longer possible.

2. Insofar as a date for free withdrawal from the contract has been agreed in a textual form between the hotel and the customer, the customer can withdraw from the contract by then without triggering payment or damage claims by the hotel. The customer's right to withdrawal shall expire if it does not exercise its right to withdrawal by the agreed date.

3. If the customer only withdraws between the 8th and the 4th week before the date of the event, the hotel shall be entitled to charge 35% of the lost catering revenue in addition to the agreed rental price, or 70% of the catering revenue with any later withdrawal.

4. The catering revenue shall be charged according to the formula: agreed menu price x number of attendees. If no price had yet been agreed for the menu, the cheapest 3-course meal of the valid event offer at the time in question shall be used as a basis.

5. If a lump-sum for an event per attendee has been agreed, the hotel shall be entitled to charge 60% of the event lump-sum x agreed number of attendees in the event of withdrawal between the 8th and the 4th week before the event date or 85% in the event of a later withdrawal.

6. Deduction of saved expenditure has been taken into account by sub-sections 3 to 5. Customer shall be free to prove that the aforementioned claims have not originated or not to the amount being claimed.

V. WITHDRAWAL BY THE HOTEL

1. To the extent that it has been agreed in textual form that the customer can withdraw from the contract free of charge within a certain period, the hotel shall for its part be entitled to withdraw from the contract in said period if inquiries from other customers for the event rooms contractually booked exist and the customer does not waive its right to withdrawal following an inquiry by the hotel.

2. If an advance payment or collateral which has been agreed or demanded above pursu-

ant to Section III numbers 4 and/or 5 is not paid even after the expiry of a suitable period of grace granted by the hotel, the hotel shall likewise be entitled to withdraw from the contract.

3. Further, the hotel shall be entitled to extraordinary withdrawal from the contract for objectively justifying reasons, for example if

- force majeure or other circumstances for which the hotel is not answerable make performance of the contract impossible;

- events or rooms are booked with misleading or false statements of facts essential for the contract, e.g. concerning the customer's person or the purpose of the event;

- the hotel has substantiated reason to assume that the event can jeopardise the unproblematic business operations, the safety or the reputation of the hotel in the public without this being ascribed to the area of control or organisation of the hotel;

- the purpose of the occasion of the event is illicit;

- a breach of Section 1, no. 2 exists.

4. If the hotel's withdrawal is justified, the customer shall have no claim to damages.

VI. CHANGES TO THE NUMBER OF ATTENDEES AND THE TIME OF THE EVENT

1. A change to the number of attendees by more than 5% must be notified to the hotel no later than five working days before the start of the event; it shall require the hotel's consent in textual form.

2. A reduction of the number of attendees by the customer by a maximum of 5% shall be acknowledged by the hotel in the settlement. In the event of deviations exceeding this, the originally agreed number of attendees less 5% shall be used as a basis. The customer shall have the right to reduce the agreed price by the expenditure saved as a result of the lower number of attendees, which shall be proven by it.

3. In the event of a deviation in an upward direction, the actual number of attendees shall be charged.

4. In the event of deviations of the number of attendees by more than 10%, the hotel shall be entitled to reset the agreed prices and to change the confirmed rooms, unless this cannot be reasonably expected of the customer.

5. If the agreed starting or closing times of the event are postponed and if the hotel agrees to these deviations, the hotel can charge for the additional willingness to perform to a suitable extent, unless the hotel is culpable.

VII. BRINGING OWN FOOD AND DRINK

As a matter of principle, the customer may not bring its own food and drink to events. Exceptions shall require an agreement with the hotel in textual form. In such cases, a contribution to coverage of the overheads shall be charged.

VIII. Technical appliances and connections

1. To the extent that the hotel procures technical and other appliances from third parties for the customer by the latter's request, it shall act on behalf, by power and for the account of the customer. The customer shall be liable for gentle treatment and proper return. It shall indemnify the hotel against all claims made by third parties from the provision of said appliances.

2. The use of the customer's own electrical appliances making use of the hotel's energy mains shall require the latter's approval in textual form. Disturbances or damage to the hotel's technical appliances occurring as a result of the use of these devices shall be charged to the customer to the extent that the hotel is not answerable for them. The energy costs incurred as a result of the use may be recorded and charged with a lump-sum by the hotel.

3. With the hotel's consent, the customer shall be entitled to use its own telephone, telefax and data transmission equipment. The hotel can demand a connection remuneration for this.

4. If the hotel's own appliances remain unused as a result of the customer's own appliances being connected, remuneration for losses can be charged.

5. Disturbances to technical or other appliances provided by the hotel shall be remedied without delay to the extent possible. Payments cannot be withheld or reduced to the extent that the hotel is not answerable for these disturbances.

IX. LOSS OR DAMAGE TO OBJECTS BROUGHT IN

1. Exhibition or other, also personal objects brought in shall be in the event rooms or in the hotel at the customer's risk. The hotel shall assume no liability for loss, destruction or damage, also not for financial losses, except for gross negligence or malice aforethought by the hotel. An exception from this shall be damage from an injury to life, limb or health. In addition, all cases in which custody portrays a duty typical for the contract on the basis of the circumstances of the individual case shall also be excluded from this disclaimer.

2. Decoration material which is brought in must fulfil the requirement of fire protection. The hotel shall be entitled to demand official proof of this. If such a proof is not rendered, the hotel shall be entitled to remove material which has already been brought in at the customer's expense. Due to possible damage, the erection and attachment of objects are to be coordinated with the hotel in advance.

3. Exhibition or other objects which have been brought in are to be removed without delay following the end of the event. If the customer fails to comply, the hotel may arrange for the removal and storage at the customer's expense. If the objects remain in the event room, the hotel can charge a suitable remuneration for use for the duration. The customer shall be free to prove that the aforementioned claim did not originate or not to the amount being claimed.

X. CUSTOMER'S LIABILITY FOR DAMAGE

1. To the extent that the customer is an entrepreneur, it shall be liable for all damage to building or inventory caused by attendees or visitors to the event, workers, other third parties from its sphere or itself.

2. The hotel can demand provision of suitable collateral (e.g. insurances, deposits, guarantees) from the customer.

XI. FINAL PROVISIONS

1. Amendments and addenda to the agreement, the acceptance of the application or the present General Terms and Conditions of Business are to be in textual form. Unilateral amendments or addenda by the customer shall be ineffective.

2. Place of performance and payment shall be the location of the hotel in question.

3. Place of jurisdiction - also for disputes from cheques and bills - shall be the corporate law registered office of the Rilano Group GmbH in commercial dealings. To the extent that a contract partner fulfils the precondition of § 38, sub-section 2, German Code of Civil Proceedings, and does not have a general place of jurisdiction inside Germany, the corporate law registered office of the Rilano Group GmbH shall be deemed place of jurisdiction.

4. German law shall apply. The application of UN purchase law and conflict of laws has been ruled out.

5. If individual provisions of the present General Terms and Conditions of Business for events are ineffective or null and void, the validity of the remaining provisions shall not be affected. Apart from this, the statutory directives shall apply.