

# General Terms and Conditions for Events

## I. Scope of Applicability

1. These Terms and Conditions govern contracts for the rental of the Hotel Flandrischer Hof (following abbreviated "FH") conference, banquet, and convention rooms as well as the loges for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other associated services and goods connected therewith provided by the FH.
2. It is precluded to rent or sublet the rooms, areas, or display cases to a third party. Invitations for introductory interviews, sales promotions, or similar events are precluded too.
3. Different terms even though included in the General Terms and Conditions of the customer are not valid except they have been approved in writing by the FH.

## II. Conclusion of Contract, Parties, Liability, Statute of Limitations

1. The contract shall come into force upon the FH's acceptance of the customer's application. They are the parties to the contract.
2. If the customer/ordering party is not the event organizer itself, or if a commercial agent or organizer is being used by the event organizer, then these parties shall be liable together with the event organizer as joint and several debtors for all obligations arising from the contract, insofar as the FH has received a corresponding statement of the event organizer. Besides every ordering party is obligated to pass on all informations concerning the reservation, especially these General Terms and Conditions to the customer.
3. The FH shall be liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such which result from injury to life, body or health and the FH is responsible for the breach of the obligation, other damage which is caused from an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent breach of obligations of the FH which are typical for the contract. Should disruptions or defects in the performance of the FH occur, the FH shall act to remedy such upon knowledge thereof or upon objection without undue delay by the customer. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum. The customer could not claim a reduction of the payment agreed in the contract if he culpably does not indicate the FH an occurring defect. 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.
4. All claims against the FH shall be generally time-barred one year after the statutory commencement of the contract. Reimbursement of damage claims shall be time-barred after five years, independent of knowledge. The reduction of the statute of limitation periods shall not apply for claims which are based on an intentional or grossly negligent breach of obligation by the FH.

## III. Services, Prices, Payment, Set-Off

1. The FH is obligated to render the services ordered by the customer and agreed upon by the FH.
2. The customer is obligated to pay the FH's prices agreed or the customary hotel's prices for such services or other services utilized. This shall also apply to services and expenses of the FH to third parties caused by the customer, in particular, also for claims of copyright exploitation companies. The customer as contract party is additionally liable for the payment of all foods and beverages ordered by the participants of the convention as well as for all other costs caused by them.
3. Value-added tax as required by law is included in the agreed prices. If the period between conclusion of the contract and the event exceeds four months and if the price generally charged by the FH for such services increases, then the agreed price may be raised to a reasonable degree, not, however, to exceed five percent.
4. FH invoices not stating a due date are payable and due in full instantly of receipt. The FH shall be entitled at any time to make accumulating accounts receivable payable and due by charging an installment and to demand payment without undue delay. With default of payment, the FH shall be entitled to demand the respectively applicable statutory default interest. The FH reserves the right to prove greater damage. Payment is delayed if not settled within 30 days of maturity and receipt.
5. The FH is entitled to require a reasonable advance payment at any time. The amount and date of the advance payment may be agreed in writing in the contract.
6. The customer may only set-off or reduce a claim of the FH with a claim which is undisputed or decided with final, res judicata effect.

## IV. Repudiation by the Customer (Cancellation, Annulment)

1. The written agreement of the FH shall be required for cancellation by the customer of the contract concluded with the FH. If such agreement is not given then the agreed room rate from the contract as well as the services caused to be performed by third parties shall also be paid in any case in the event that the customer does not avail himself of the contractual services and rental to a third party is no longer possible. This shall not apply with the breach of the obligation of the FH to take into account the rights, objects of legal protection and interests of the customer, if holding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.
2. Insofar as the FH and the customer have agreed in writing to a date for a cost-free cancellation of the contract, the customer may cancel the contract up to that date without causing payment or reimbursement claims by the FH. The cancellation right of the customer shall dissolve if he does not exercise his cancellation right in writing up until the agreed date, insofar as no case pursuant to Nr. 1, sentence 3 supra exists.
3. If the customer cancels between the eighth and fourth week prior to the date of the event, the FH shall be entitled to charge – in addition to the agreed rent – 35 percent of lost food sales (70 percent of food sales for any later cancellation).
4. Food sales are calculated using the following formula: menu price event times 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.
5. If a seminar flat rate per participant has been agreed, then the FH shall be entitled to charge, with a cancellation between the eighth and fourth week prior to the date of the event, 60 percent of the seminar flat rate times the agreed number of participants (85 percent for any later cancellation).
6. The deduction of saved expenses is taken into account with the numbers 3 to 5 supra. The customer shall be free to prove that the above-mentioned claim was not created or not created in the demanded amount.

## V. Repudiation by the FH

1. Insofar as the cost-free right of cancellation by the customer within a certain time period has been agreed in writing, the FH shall be entitled to cancel the contract itself within this time period if inquiries of other customers for the contractually booked event rooms exist and the customer, upon inquiry by the FH, does not waive his right of cancellation.
2. Should an agreed advance payment or an advance payment demanded pursuant to Item III, Nr. 5 not be paid, then the FH shall also be entitled to cancel the contract.
3. Furthermore, the FH is entitled to rescind the contract for important cause, i.e.:
  - If force majeure or other circumstances beyond the FH's control render fulfillment of the contract impossible;
  - If events are booked using misleading or false representation of material facts such as the customer or purpose;

- If the FH has good reason to assume that the event might jeopardize the FH's smooth operations, security, or public reputation without these being attributable to the FH's sphere of dominion or organization;
  - If there is a breach of the item: I. Nr. 2 supra.
  - If the FH obtains information that the financial situation of the customer after conclusion of the contract deteriorates considerably, especially if the customer does not settle due payments of the FH or if he does not offer sufficient security deposits and claims of the FH therefore could be threaten;
  - If the customer declared insolvency, made a solemn affirmation or stopped his payments;
  - If an insolvency proceeding about the assets of the customer has been instituted or the institution has been refused for lack of assets or other reasons.
4. Upon justified cancellation by the FH, the customer shall have no claim to reimbursement of damage.

## VI. Changes in Number of Participants and Time of Event

1. The customer is obligated when ordering to inform the FH no later than ten business days before the event about the number of the expected participants. If the number of participants changes by more than five percent, the FH must be informed at the latest five business days before the start of the event. Such change must be approved in writing by the FH.
2. A reduction in the number of participants of no more than five percent by the customer shall be acknowledged by the FH in its charges. For changes exceeding this amount, the originally agreed number of participants minus five percent will be used. The customer shall have the right to reduce the agreed price by the expenses saved by him as proved due to the reduced number of participants.
3. If there is an upward change, charges will reflect the actual number of participants.
4. If the number of participants changes by more than ten percent, the FH shall be entitled to redetermine the agreed prices and to exchange the confirmed room reservations unless this is unreasonable for the customer.
5. If the event's agreed starting or ending times change and the FH agrees to such deviations, the FH may reasonably charge for the added cost of stand-by service, unless the FH is at fault.

## VII. Bringing of Food and Beverages

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

## VIII. Technical Facilities and Connections

1. To the extent the FH obtains technical and other facilities or equipment from third parties to the customer at the customer's request, it does so in the name of, with power of attorney and on the account of the customer. The customer is responsible for the careful handling and proper return of the equipment. The customer shall indemnify the hotel from all third-party claims arising from the provision of the facilities or equipment.
2. Written consent is required for using the customer's electrical systems on the FH's electrical circuit. The customer shall be liable for malfunctions of or damage to the FH's technical facilities caused by using such equipment, to the extent that the FH is not at fault. The FH may charge a flat fee for electricity costs incurred through such usage.
3. The customer is entitled to use his own telephone, telefax, and data transfer equipment with the FH's consent. The FH may charge a connection fee.
4. If suitable FH equipment remains unused because the customer's own equipment is connected, a charge may be made for lost revenue.
5. Malfunctions of technical or other equipment provided by the FH will be remedied immediately whenever possible. To the extent the FH was not responsible for such malfunctions, payment may not be withheld or reduced.
6. The customer has to procure all official permissions probably necessary for the event on own charges.

He is responsible to obey all legal rules which concern the event.

## IX. Loss of or Damage to Property Brought In

1. Customer shall bear the risk of damage or loss for objects for exhibit or other items including personal property brought into the event rooms/FH. The FH 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 FH. Excepted herefrom are cases of damage caused as a result of injury to life, body or health. In addition, in all cases in which the safekeeping represents an obligation typical for a contract due to the circumstances of the individual case, release from this liability shall be prohibited.
2. Decorations brought in must conform to the fire protection technical requirements. The FH is entitled to require official evidence thereof. Should such proof not be given, then the FH shall be entitled to remove materials already brought in at the cost of the customer. Due to the possibility of damage, the FH must be asked before objects are assembled or installed.
3. Objects for exhibit and other items must be removed immediately following the end of the event. If the customer fails to do so, the FH may remove and store such at the customer's expense. If the objects remain in the room used for the event, the FH may charge a reasonable compensation for use for the period that they remain there. The customer is free to prove that the above-mentioned claim was not created or not created in the amount claimed.

## X. Customer's Liability for Damage

1. The customer 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 company itself.
2. The FH may require the customer to provide reasonable security (e.g., insurance, security deposits, sureties).

## XI. Final Provisions

1. Amendments or supplements to the contract, the application acceptance, or these General Terms and Conditions for Events should be made in writing. Unilateral amendments and supplements by the customer are invalid.
2. Place of performance and payment is Cologne, the location of the FH's registered office.
3. In the event of litigation, the courts of Cologne shall have exclusive jurisdiction for commercial transactions, including disputes regarding checks and bills of exchange. To the extent a party fulfills the requirement of the German Code of Civil Procedure, § 38, para. 2, and does not maintain a general domestic venue, the courts of Cologne shall have exclusive jurisdiction.
4. The contract is governed by and construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
5. Should individual provisions of these General Terms and Conditions for Events be invalid or void, the validity of the remaining provisions shall remain unaffected thereby. Moreover, the statutory provisions apply.