

General Terms and Conditions Applying to Events

I. Scope of Application

- 1) These Terms and Conditions apply to the temporary provision of the Hotel's conference, banqueting and event facilities for the staging of events, such as conferences, banquets, workshops, conventions and other events, as well as all other associated Hotel services and deliverables, in particular room bookings.
- 2) Differing terms, even if they are included in the other contracting party's general terms and conditions, do not apply, even if we do not explicitly object to them.

II. Contract Conclusion

- 1) The event contract (hereafter referred to as "Contract") is concluded when the ordering party accepts the quotation submitted by the Hotel. The parties to this Contract are the relevant operating company of the Hotel and the ordering party. If the ordering party concludes the Contract on behalf of a third party, that third party becomes the Hotel's other contracting party and not the ordering party. The ordering party shall specifically notify the Hotel of this fact in good time prior to contract conclusion and inform the Hotel of the actual contracting party's name and address.
- 2) If the ordering party discernibly concludes the Contract on behalf of a third party, or if a third party has commissioned a commercial intermediary or organiser to handle conclusion of the Contract, the ordering party, intermediary or organiser shall be jointly and severally liable along with the third party, which then becomes the Other Party to the Contract, to the Hotel for all obligations arising from the Contract, provided that the Hotel has received corresponding declarations to that effect from the ordering party, intermediary or organiser. Irrespective of the above, the ordering party is obliged to pass on all information relevant to the booking, in particular these General Terms and Conditions, to the third party.
- 3) Subletting or reletting of the facilities (rooms, spaces or display cabinets) provided, as well as invitations to job interviews and sales or similar events require the prior written consent of the Hotel, although Section 540 Par. 1 Sentence 2 of the German Civil Code (BGB) is waived if the client is not a consumer. In such cases, refusal by the Hotel to grant permission to sublet shall not entitle the Guest to terminate the Contract.

III. Services, Prices, Payment, Offsetting

- 1) The Hotel is obliged to provide the ordered and agreed services in accordance with these General Terms and Conditions.
- 2) The Other Party to the Contract is obliged to pay the Hotel's agreed or applicable prices for these services. This also applies to services and outlays connected with the event and that the Other Party to the Contract causes the Hotel to incur via-à-vis third parties, in particular receivables to be paid to performing rights organisations. The agreed prices are stated inclusive of statutory value-added tax. If the period between conclusion and performance of the Contract exceeds four months, and if statutory value-added tax or any applicable local taxes and charges are increased or new local taxes and charges are introduced after the Contract has been concluded, the Hotel reserves the right to increase the agreed prices by the amount corresponding to the increase in applicable value-added tax or local taxes and charges or by the amount of the newly introduced local taxes and charges.

- 3) Furthermore, the Other Party to the Contract shall be liable for the payment of all food and beverages ordered by, as well as for other costs incurred by event participants.
- 4) Invoices issued by the Hotel are due for payment immediately upon receipt without any deductions. The Hotel may request immediate payment of accounts outstanding from the Other Party to the Contract at any time. The Other Party to the Contract shall be deemed to be in default, if it does not make payment within 30 days from the due date and receipt of an invoice; this only applies to other parties to a contract that are classed as consumers, if the consequences of non-payment have been specifically pointed out in the invoice. The Hotel may charge a reminder fee of € 5.00 for each reminder sent out after default has occurred. If the debtor is not a consumer, the regulations stated in Section 288 Par. 5 of the German Civil Code (BGB) apply (flat-rate default charge of € 40.00).
- 5) On conclusion of the Contract, the Hotel is entitled to request a reasonable advance payment or security in the form of a credit card guarantee, a deposit or similar from the Other Party to the Contract. The amount of the advance payment and the payment deadlines can be agreed in writing in the Contract. In justified cases, i.e. if the Other Party to the Contract is in arrears or the scope of the Contract is extended, the Hotel is entitled to request an advance payment or security as defined in Paragraph 4 above or request an increase in the contractually agreed advance payment or security up to the agreed full payment amount, even after the Contract has been concluded, up until the start of the event.
- 6) The Other Party to the Contract may only offset an undisputed or legally established claim against a debt owed to the Hotel.

IV. Withdrawal by the Other Party to the Contract, Cancellation

- 1) The Hotel grants the Other Party to the Contract a right to withdraw from the Contract at any time. The following terms apply in such cases:
 - a) In the event of the Other Party to the Contract cancelling their booking, the Hotel is entitled to reasonable compensation.
 - b) The Hotel has the option of claiming compensation from the Other Party to the Contract in the form of a flat-rate compensation amount instead of a specifically calculated indemnification. In the event of withdrawal up to 60 days before the event, the flat-rate compensation amount is 50 % of the contractually agreed price for the event, in particular for the provision of Hotel facilities, rooms as well as food and beverages. In the event of withdrawal less than 60 days prior to the event, the flat-rate compensation amount is 80 % of the contractually agreed price for the event, in particular for the provision of Hotel facilities, rooms as well as food and beverages. The contractually agreed amount is calculated on the basis of the agreed number of participants. If no price for food and beverages has been contractually agreed, the flat rate shall be based on the lowest-priced 3-course menu stated in the applicable event quotation. The Other Party to the Contract has the option of demonstrating that the Hotel has not suffered any loss or that the actual loss incurred by the Hotel is less than the flat-rate compensation amount demanded by the Hotel.
 - c) If the Hotel specifically calculates the compensation it seeks to claim from the Other Party to the Contract, the amount of compensation shall not exceed the contractually agreed price for the services to be provided by the Hotel less the value of disbursements

saved by the Hotel and less the value of what the Hotel gains as a result of other uses of its services.

- 2) The above-mentioned compensation terms apply accordingly, if the Other Party to the Contract does not make use of the services it has booked, without notifying the Hotel in good time.
- 3) If the Hotel grants the Other Party to the Contract an option that enables the latter to withdraw from the Contract within a certain period without suffering any legal consequences, the Hotel shall not be entitled to claim compensation.
Key to determining whether the notice of withdrawal is submitted on time is the date of receipt by the Hotel. The Other Party to the Contract must declare its intention to withdraw from the Contract in writing.

V. Withdrawal by the Hotel

- 1) If the Other Party to the Contract has been granted a right to withdraw from the Contract free of charge in accordance with Clause IV Par. 3, the Hotel is also entitled to withdraw from the Contract within the agreed period, if enquiries about the rooms and event facilities booked by the former are received from other guests and clients, and if the Other Party to the Contract does not waive its right to withdraw free of charge in accordance with Clause IV Par. 3 when asked by the Hotel.
- 2) The Hotel is also entitled to withdraw from the Contract, if an advance payment or security that is agreed or required as per Clause III Par. 5 is not made or lodged, even after expiry of a grace period set by the Hotel.
- 3) Furthermore, the Hotel is entitled to withdraw from the Contract for a compelling reason, in particular if
 - force majeure or other circumstances for which the Hotel is not responsible make it impossible to perform the Contract;
 - events are booked as a result of misleading or false statements of material facts, e.g. about the event organiser's personal details or the purpose of the event;
 - the Hotel has reasonable grounds for believing that the event may jeopardise the frictionless operation of its business, the Hotel's security or public reputation, without this being attributable to the Hotel's sphere of control or organisation;
 - it turns out that the Guest is a political or religious extremist, in particular far-right, racist, far-left and/or antisemitic or disseminates content that glorifies violence, or belongs to such a grouping or organisation, or has made the booking on behalf of a grouping or organisation that adheres to extreme political or religious ideologies, in particular far-right, racist, far-left and/or antisemitic ones or disseminates content that glorifies violence, and does not disclose this when booking;
 - unauthorised subletting or reletting as defined in Clause II Par. 3 has occurred;
 - a case as defined in Clause VI Par. 3 occurs;
 - the Hotel becomes aware of a situation in which the financial circumstances of the Other Party to the Contract have deteriorated substantially since the Contract was concluded, in particular if the Other Party to the Contract does not settle the Hotel's accounts outstanding or does not provide adequate security, and therefore the Hotel's payment claims appear to be at risk;
 - the Other Party to the Contract has filed a petition for the commencement of insolvency proceedings against its assets, has submitted information about its financial status and assets pursuant to Section 802c of the German Code of Civil Procedure, has initiated out-of-court proceedings for the settlement of debts or has suspended payments;
 - insolvency proceedings have been opened against the assets of the Other Party to the Contract or the opening of such proceedings has been rejected because of a lack of assets.

- 4) The Hotel shall notify the Other Party to the Contract in writing without delay, if it intends to exercise its right of withdrawal.
- 5) In the aforementioned cases of withdrawal, the Other Party to the Contract is not entitled to claim compensation.

VI. Arrival and Departure

- 1) The Other Party to the Contract does not acquire any entitlement to the provision of certain rooms, unless the Hotel has confirmed the provision of particular rooms in writing.
- 2) Rooms booked by the Other Party to the Contract may be occupied from 3pm onwards on the agreed date of arrival. The Other Party to the Contract has no entitlement to earlier provision, unless this has been agreed in writing with the Hotel.
- 3) Booked rooms must be occupied by the Other Party to the Contract or the event participants concerned no later than 6pm on the agreed date of arrival. Unless a later arrival time has been expressly agreed, the Hotel is entitled to allocate the reserved rooms to other guests after 6pm and the Other Party to the Contract is not entitled to claim compensation. In this respect, the Hotel has a right of withdrawal, unless the booking has been paid in full in advance.
- 4) Rooms must be vacated and keys/access cards returned to the Hotel no later than 11am on the agreed date of departure. Thereafter the Hotel may charge the daily room rate for additional use of the room until 6pm and 100% of the applicable full accommodation rate after 6pm, in addition to any claims for compensation to which it is entitled. The Other Party to the Contract has the option of demonstrating that the Hotel has not suffered any loss at all or a considerably lower loss.

VII. Changes to the Number of Participants and Timing of the Event

- 1) The Other Party to the Contract is obliged to indicate the anticipated number of participants to the Hotel when booking. The final number of participants must be notified in writing to the Hotel no later than four working days prior to the date of the event, in order to ensure careful preparation. Any change in the number of participants of more than 5 % requires the consent of the Hotel.
- 2) When billing for the services it provides (such as hotel rooms, food and beverages), which the Hotel bases on the notified number of persons attending, the actual number of persons participating will be billed in the event of an increase in the notified and contractually agreed number of persons. In the event of a reduction in the contractually agreed number of participants by more than 5%, the Hotel is entitled to bill for the contractually agreed number of participants less 5 %.
- 3) In the event of a reduction in the contractually agreed number of participants by more than 10%, the Hotel is entitled to increase the agreed prices by a reasonable percentage, as well as to switch the confirmed rooms, unless this cannot be reasonably expected of the Other Party to the Contract. The prices may also be modified by the Hotel, if the Other Party to the Contract subsequently requests changes to the number of participants, services to be provided by the Hotel or to the duration of the event and the Hotel agrees to such requests. If a definable portion of a booked event is not utilised, the Hotel may demand reasonable compensation for the non-utilised portion in accordance with the provisions of Clause IV Par. 1 a) to c).
- 4) The Other Party to the Contract has the option of proving that the Hotel benefits from a higher proportion of the disbursements saved.
- 5) If the agreed start or finish times of the event are postponed without the Hotel's prior written consent, the Hotel is entitled to bill any additional costs incurred in connection with providing staff and equipment, unless the Hotel is responsible for the postponement.

- 6) In the case of events that continue beyond 11pm, the Hotel may bill the costs of deploying staff after 11pm on an itemisation basis, unless agreed otherwise. Furthermore, the Hotel may bill the Other Party to the Contract on an itemised receipt basis for travel expenses incurred by the Hotel's employees, if the latter have to make their way home after public transport services have ceased for the day.

VIII. Bringing Food and Beverages to the Hotel

The Other Party to the Contract may only bring food and beverages to events with the written agreement of the Hotel. In such cases, the Hotel may charge a service fee to cover its overheads.

IX. Event Management

- 1) If the Hotel procures technical and other facilities from third parties at the behest of the Other Party to the Contract, it acts on behalf of, by the authority of and for the account of the Other Party to the Contract. The Other Party to the Contract is liable for the careful handling and proper return of these facilities. It shall indemnify the Hotel against all claims by third parties arising from the provision of these facilities.
- 2) The use of the ordering party's or organiser's own electrical equipment and appliances powered by the Hotel's own electricity supply requires the Hotel's prior written consent. The costs of remedying any disruptions or damage to the Hotel's technical systems caused by using such equipment and appliances shall be borne by the Other Party to the Contract, if the Hotel is not responsible for such disruptions or damage. The Hotel may log and bill the electricity costs incurred as a result of such use on a flat-rate basis.
- 3) The Other Party to the Contract is entitled to use its own telephone, fax and data transmission equipment, if it has the Hotel's consent to do so. The Hotel may charge connection fees in such cases. If the Hotel's equivalent facilities remain unused as a result of the Other Party to the Contract using their own equipment, the Hotel may charge a reasonable deficit compensation fee.
- 4) The Hotel shall endeavour to remedy any faults in technical or other facilities provided by the Hotel without delay upon immediate complaint by the Other Party to the Contract. Payments may not be withheld or reduced, if the Hotel is not responsible for these faults.
- 5) The Other Party to the Contract shall obtain all the official permits required to stage the event at its own expense. It is obliged to comply with these permits and with all other regulations under public law applying to event. If the Other Party to the Contract assigns the provision of services forming part of the event (for example, set-up work etc.) to third parties, the Other Party to the Contract must ensure that all relevant occupational health and safety regulations are complied with.
- 6) The Other Party to the Contract shall be responsible for completing the necessary formalities and settling accounts with the institutions responsible (e.g. GEMA) for events involving self-arranged musical performances and public address systems and for verifying compliance with the above to the Hotel.
- 7) The Other Party to the Contract may only use names and trademarks owned by the Hotel as part of advertising its event with the prior agreement of the Hotel.

X. Items Brought Along to the Hotel

- 1) Any exhibition or other items, including personal items, brought to an event are left in the event rooms or in the Hotel at the risk of the Other Party to the Contract. The Hotel does not accept any liability for loss, destruction or damage, except in cases of gross negligence or intent on the part of the Hotel. This does not apply to damage or loss resulting from injury to life, limb or health. Furthermore, all cases where

safekeeping is deemed to be an obligation typical of such contracts, given the circumstances of the specific case, are excluded from this liability disclaimer.

- 2) Decorative material brought into the Hotel must comply with fire safety regulations. The Hotel is entitled to request official proof of this. If such proof is not provided, the Hotel is entitled to remove any material already brought into the Hotel at the client's expense. Given the potential to cause damage, the installation and attachment of items must be agreed with the Hotel in advance.
- 3) Any exhibition or other items brought along to the Hotel must be removed immediately after the event has ended. The Hotel may remove any items left behind and put them into storage at the expense of the Other Party to the Contract. If removal involves disproportionately high effort and expense, the Hotel may leave the items in the event room and charge the relevant room rate for as long as they remain in the room. The Other Party to the Contract has the option of demonstrating that any loss is lower, and the Hotel has the option of proving that any loss is higher than what is claimed.
- 4) Packaging materials (cardboard boxes, crates, plastic etc.) that come with deliveries to the event made by the Other Party to the Contract or third parties, must be disposed of by the Other Party to the Contract. Should the event organiser leave any packaging material behind in the Hotel, the Hotel is entitled to have it disposed of at the expense of the Other Party to the Contract.

XI. Liability of the Other Party to the Contract

- 1) The Other Party to the Contract is liable for any damage caused to hotel buildings and inventory by event participants or event visitors, its employees or other third parties or by the Other Party itself, its legal representatives or vicarious agents.
- 2) The Hotel may request the Other Party to the Contract to provide appropriate collateral to cover possible claims for damages (e.g. insurance policies, deposits, guarantees).

XII. Liability of the Hotel, Statute of Limitations

- 1) If disruptions or faults/shortcomings occur during the provision of its services, the Hotel will endeavour to remedy the situation upon immediate complaint by the Other Party to the Contract. If the Other Party to the Contract culpably fails to notify the Hotel of a fault or shortcoming, the former is not entitled to claim a reduction in the contractually agreed fee.
- 2) The Hotel is only liable for any damage or loss resulting from injury to life, limb and health, as well as in the event of assumption of a guarantee by the Hotel and in the event of fraudulently concealed faults/shortcomings in accordance with statutory provisions.
- 3) The Hotel is only liable for all other damage or loss not covered by Clause XII Par. 2 and caused by slight negligence on the part of the Hotel, its legal representatives or vicarious agents, if such damage or loss can be attributed to the breach of a typical contractual obligation. In such cases, liability is limited to foreseeable damage or loss that is typical of this type of contract.
- 4) The above limitations of liability apply to all claims for damages, irrespective of their legal basis, including claims arising from tort. The above limitations and disclaimers of liability also apply in cases of any claims for damages by the Other Party to the Contract against the Hotel's employees or vicarious agents.
- 5) The Hotel's liability for personal property that the Other Party to the Contract brings with them is governed by statutory provisions, i.e. up to 100 times the accommodation rate, however not exceeding € 3,500.00. As far as valuables (cash, jewellery etc.) are concerned, this liability is limited to € 800.00.
- 6) If parking spaces are made available to the Other Party to the Contract in the Hotel's enclosed parking area or in a hotel car park, even for a fee, this does

not constitute a custody agreement. The Hotel does not have a monitoring obligation. The Hotel is not liable for the loss of or damage to vehicles that are parked or manoeuvred on Hotel property and their contents, unless the Hotel, its legal representatives or vicarious agents have acted with intent or in a grossly negligent manner. In this case, a claim for compensation must be made against the Hotel no later than when leaving the Hotel property.

- 7) Messages, mail and consignments of goods addressed to the Other Party to the Contract and to event participants are handled with care. The Hotel undertakes the delivery, safekeeping and, if requested, the forwarding of the said items for a fee, and that applies to lost property as well. Claims for damages, except in cases of gross negligence or wilful intent, will not be accepted. The Hotel is entitled to hand over the aforementioned items to the local lost property office no later than after a storage period of one month, charging an appropriate fee.
- 8) Claims for damages by the Other Party to the Contract lapse no later than two years from the date on which the Other Party to the Contract becomes aware of the damage or loss or, irrespective of such knowledge, no later than three years from the date on which the damage or loss occurred. This does not apply to liability for damage or loss arising from injury to life, limb and health or to other damage or loss resulting from a wilful or grossly negligent breach of obligation by the Hotel, one of its legal representatives or vicarious agents.

XIII. Concluding Terms

- 1) Alterations or amendments to the Contract, the acceptance of the Other Party to the Contract's application or to these General Terms and Conditions applying to Events must be made in writing. Unilateral alterations or amendments by the Other Party to the Contract are not valid.
- 2) The place of performance and payment is the Hotel's registered office.
- 3) The place of jurisdiction – if the Other Party to the Contract is a businessperson or legal entity subject to public law – is the Hotel's registered office, or Rostock, at the Hotel's option. If the Other Party to the Contract does not have a place of general jurisdiction in Germany, Rostock shall be deemed as the place of jurisdiction. However, the Hotel is also entitled to institute lawsuits and other legal proceedings at the Other Party to the Contract's place of general jurisdiction. The Hotel is neither willing nor obligated to participate in dispute resolution procedures before a consumer arbitration body.
- 4) The law of the Federal Republic of Germany applies to this Contract, while the UN Convention on Contracts for the International Sale of Goods does not.
- 5) Should any specific terms in these General Terms and Conditions applying to Events be or become invalid or void, this does not affect the validity of the remaining terms. Furthermore, statutory provisions apply.

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