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General terms and conditions for events

1. SCOPE OF APPLICATION

1.1 These terms and conditions shall apply to contracts for the rental of conference, banquet and event rooms of the hotel for the purpose of holding events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other services and supplies provided by the hotel to the customer in this connection.

1.2 The subletting or reletting of the rooms, areas or showcases provided, as well as the invitation to job interviews, sales or similar events require the prior consent of the hotel in text form, whereby the right of termination pursuant to section 540 (1) sentence 2 BGB is waived.

1.3 The customer's general terms and conditions shall only apply if this has been expressly agreed in text form.

2. CONCLUSION OF CONTRACT, PARTNERS, LIABILITY

2.1 The contracting parties are the hotel and the customer. The contract is concluded by the hotel's acceptance of the customer's application. The hotel is free to confirm the booking of the event in text form.

2.2 The hotel shall be liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it shall be liable for other damages resulting from an intentional or grossly negligent breach of duty by the hotel or from an intentional or negligent breach of duty by the hotel. Typical contractual obligations are those obligations that enable the proper performance of the contract and on the fulfillment of which the customer relies and may rely. A breach of duty by the hotel is equivalent to a breach of duty by a legal representative or vicarious agent. Any further claims for damages, unless otherwise provided for in clause 9, are excluded. In the event of disruptions or deficiencies in the hotel's services, the hotel shall endeavor to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obligated to contribute what is reasonable to him in order to remedy the disruption and to keep any possible damage to a minimum. In addition, the customer is obligated to inform the hotel in a timely manner of the possibility of an unusually high damage.

3. SERVICES, PRICES, PAYMENT, SET-OFF

3.1 The hotel is obligated to provide the services ordered by the customer and promised by the hotel.

3.2 The customer is obligated to pay the hotel's agreed or applicable prices for these and other services used. This also applies to services ordered by the customer directly or through the hotel, which are provided by third parties and paid for by the hotel. In particular, this also applies to claims of copyright collecting societies

3.3 If a minimum turnover has been agreed on and this is not reached, the hotel may demand 60% of the difference as lost profit, unless the customer proves a lower or the hotel proves a higher damage.

3.4 The agreed prices include the taxes applicable at the time of the conclusion of the contract. In the event of a change in the statutory value added tax after conclusion of the contract, the prices shall be

adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between conclusion and performance of the contract exceeds four months.

3.5 If payment on account has been agreed on, payment shall be made within ten days of receipt of the invoice without deduction, unless it was discussed otherwise.

3.6 The hotel is entitled to demand an appropriate advance payment or security deposit from the customer upon conclusion of the contract, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in text form in the contract. In the event of default of payment by the customer, the statutory provisions shall apply.

3.7 In justified cases, for example in the event of payment arrears on the part of the customer or extension the contract scope, the hotel shall be entitled, even after conclusion of the contract until the beginning of the event, to demand an advance payment or a security deposit as defined in subparagraph 3.6 or to increase the advance payment or security deposit agreed in the contract up to the full remuneration.

3.8 The customer may only offset or set off an undisputed or legally binding claim against a claim of the hotel.

3.9 The customer agrees that the invoice may be sent to him electronically.

4. WITHDRAWAL OF THE CUSTOMER (CANCELLATION)

4.1 The customer may unilaterally withdraw free of charge from the contract concluded with the hotel only if a right to withdraw free of charge has been expressly agreed in the contract or if a legal right to withdraw free of charge exists.

4.2 If the hotel and the customer have agreed on a date for the cost-free withdrawal from the contract, the customer may withdraw from the contract until then without triggering payment or damage compensation claims by the hotel. The customer's right to withdraw from the contract expires if the customer does not exercise this right in text form by the in text form by the agreed date.

4.3 If a right of withdrawal pursuant to 4.1 has not been agreed or has already expired and there is also no legal right to cancel the contract free of charge, the hotel shall retain the claim to the agreed remuneration pursuant to sections 3.3, 4.4, 4.5 and 4.6 despite the non-utilization of the service. The hotel has to take into account the income from other rentals as well as the saved expenses. The respective saved expenses may be calculated as a lump sum, in the case of individually stated rental prices in the amount of 10% in accordance with clauses 3.3, 4.4, 4.5 and 4.6. The customer is free to prove that the claim has not arisen or has not arisen in the amount claimed. The hotel is free to prove that a higher claim has arisen.

4.4 If the customer withdraws only from the 60th day prior to the date of the event, the hotel shall be entitled, in addition to the agreed rental price (less any income or expenses saved in accordance with 4.3 sentence 2) as well as the out-of-pocket expenses in accordance with section 3.2 clause 2 and/or an agreed minimum turnover according to clause 3.3, to charge 35% of the lost consumption turnover, from the 30th day 60% and from the 10th day 85% of the consumption turnover. In the case of events lasting several days, the first day of the event shall be decisive for calculating the

period. The customer is free to prove that the claim has not arisen or has not arisen in the amount claimed. The hotel is free to prove that a higher claim has arisen.

4.5 The calculation of the consumption turnover shall be based on the formula: agreed menu price plus beverages x number of participants. If no price has been agreed for the menu, the cheapest 3-course menu of the respective valid event offer shall be taken as a basis. Beverages shall be charged at one third of the menu price.

4.6 If a conference flat rate per participant has been agreed, the hotel shall be entitled to charge 60% in the event of cancellation as of the 60th day prior to the event date, 75% in the event of cancellation as of the 30th day and 75% in the case of a cancellation from the 30th day and 85% of the conference flat rate x agreed number of participants from the 10th day onwards. For events lasting several days, the first day of the event is decisive for the calculation. The customer is free to prove that the claim has not arisen or has not arisen in the amount demanded. The hotel is free at liberty to prove that a higher claim has arisen.

5. CANCELLATION BY THE HOTEL

5.1 If it has been agreed that the customer may withdraw from the contract free of charge within a certain period of time, the hotel shall be entitled to withdraw from the contract during this period if there are requests from other customers for the contractually booked event rooms and the customer does not waive his right to withdraw at the request of the hotel with a reasonable period of time. This applies mutatis mutandis to the granting of an option if there are other requests and the customer is not prepared to make a fixed booking upon request of the hotel with a reasonable deadline.

5.2 If an advance payment or security deposit agreed or required pursuant to section 3.6 and/or section 3.7 is not made agreed upon or demanded pursuant to section 3.6 and/or section 3.7 is not paid during the period set by the hotel, the hotel shall also be entitled to withdraw from the contract.

5.3 Furthermore, the hotel shall be entitled to withdraw from the contract extraordinarily for good cause, in particular in the event of

- force majeure or other circumstances beyond the hotel's control make it impossible to fulfill the contract;
- contract impossible;
- events or rooms are culpably booked with misleading or false information or concealment of material facts; material facts may include the identity of the customer, the ability to pay or the purpose of the stay;
- the hotel has reasonable grounds to believe that the event may jeopardize the smooth operation of the business, the safety or the reputation of the hotel in the public without this being attributable to the hotel's sphere of control or organization;
- the purpose or the reason for the event is unlawful;
- there is a violation of section 1.2.

5.4 The justified withdrawal of the hotel does not justify a claim for damages by the customer. If the hotel has a claim for damages against the customer in the event of a withdrawal pursuant to subsections 5.2 or 5.3 above, the hotel may make a lump-sum payment for such damages. Sections 4.3 to 4.6 shall apply accordingly in this case.

6. CHANGES IN THE NUMBER OF PARTICIPANTS AND THE TIME OF THE EVENT

6.1 The hotel must be notified of any increase in the number of participants by more than 5% no later than five working days prior to the start of the event; such increase shall require the hotel's consent, which shall be given in text form. Billing shall be based on the actual number of participants, but at least 95% of the agreed higher number of participants. If the actual number of participants is lower, the customer has the right to reduce the agreed price by the additional expenses saved due to the lower number of participants.

6.2 A reduction in the number of participants by more than 5% should be communicated to the hotel in good time, at the latest five working days before the start of the event. The invoice shall be based on the actual number of participants, but at least 95% of the last agreed number of participants. Item 6.1 sentence 3 shall apply accordingly.

6.3 If the number of participants is reduced by more than 10%, the hotel shall be entitled to exchange the confirmed rooms, taking into account any deviating room rent, unless this is unreasonable for the customer.

6.4 If the agreed starting or ending times of the event are postponed and the hotel agrees on these deviations, the hotel may reasonably charge for the additional service, unless the hotel is at fault.

7. BRINGING FOOD AND BEVERAGES TO EVENTS

The customer may not bring food and beverages to events. Exceptions require an agreement in text form with the hotel. In these cases a reasonable contribution to cover overhead costs will be charged.

8. TECHNICAL FACILITIES, CONNECTIONS AND OTHER EQUIPMENT

8.1 To the extent that the Hotel procures technical facilities, connections and/or other equipment from third parties for the customer at the customer's instigation, it shall act in the name of, on the authority of and for the account of the customer. The customer shall be liable for careful handling and proper return. He shall indemnify the hotel against all claims of third parties arising from their provision.

8.2 The use of the customer's own electrical equipment using the hotel's power supply system requires the customer's consent. Any disruptions or damage to the hotel's technical equipment caused by the use of such equipment shall be borne by the customer insofar as the hotel is not responsible for them. The hotel is entitled to record and charge the use of such equipment by the hotel as a lump sum.

8.3 With the consent of the hotel, the customer is entitled to use its own telephone, fax and data transmission equipment. The hotel may charge a connection fee for this.

8.4 The customer shall obtain any official permits required for the event in due time and at his own expense. The customer shall be responsible for complying with public-law requirements and other regulations.

8.5 The customer shall be responsible for the copyright relevant processes (e.g. music performance, film presentation, streaming services, etc., film screening, streaming services) on his own responsibility with the responsible institutions (e.g. GEMA).

8.6 Malfunctions of technical or other equipment provided by the hotel shall be remedied immediately, if possible. Payments may not be withheld or reduced, as far as the hotel is not responsible for these disturbances.

9. LOSS OF OR DAMAGE TO ITEMS BROUGHT TO THE HOTEL

9.1 Exhibits or other items, including personal items, brought to the event shall be at the customer's risk in the event rooms or in the hotel. The hotel shall not be liable for loss, destruction or damage, including financial loss, except in cases of gross negligence or intent on the part of the hotel. This does not apply to damages resulting from injury to life, body or health. In addition, all cases in which the custody represents a typical contractual obligation due to the circumstances of the individual case are excluded from this exemption from liability.

9.2 Decorative material and other objects brought in by the customer and their use must comply with fire protection requirements and official regulations. The hotel shall be entitled to demand official proof thereof.

If such proof is not provided, the hotel shall be entitled to remove any material already brought in at the customer's expense. Due to possible damage, the installation and attachment of objects must be agreed with the hotel in advance due to possible damage.

9.3 Any exhibition or other items brought in must be removed immediately after the end of the event. If the customer fails to do so, the hotel may remove and store them at the customer's expense. If the items remain in the event room, the hotel may charge an appropriate compensation for use for the duration of the withholding of the room.

10. LIABILITY OF THE CUSTOMER FOR DAMAGES

10.1 If the customer is an entrepreneur, he shall be liable for all damage to the building or inventory caused by event participants or visitors, employees, other third parties from his area or himself.

10.2 The hotel may require the customer to provide adequate security, for example in the form of a credit card guarantee.

11. FINAL PROVISIONS

11.1 Amendments and supplements to the contract, to the acceptance of the application or to these general terms and conditions shall be made in text form. Unilateral amendments or supplements shall be ineffective.

11.2 If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction shall be Würzburg. However, the hotel may also sue the customer at the customer's place of

business. The same shall apply in each case to customers who do not fall under sentence 1 if they do not have their registered office or place of residence in a member state of the EU.

11.3 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

11.4 Should individual provisions of these general terms and conditions of business be or become invalid, the validity of the remaining provisions shall not be affected thereby. In all other respects, the statutory provisions shall apply.

11.5 In accordance with the legal obligation, the hotel points out that the European Union has established an online platform for the out-of-court settlement of consumer disputes ("ODR platform"):

<http://ec.europa.eu/consumers/odr/>

However, the hotel does not participate in dispute resolution proceedings before consumer arbitration bodies.