



General terms and conditions for events

I. Scope of application

1. These general terms and conditions apply to contracts for the leasing out of conference, banqueting and event rooms and areas and showcases (hereafter jointly "**Rental Premises**") belonging to the contracting hotel company (hereafter "**Hotel**") where Rental Premises are leased for events such as banquets, seminars, meetings, exhibitions, presentations, etc. and also apply to all additional services and supplies provided by Hotel for the client in this context.
2. The subletting or other additional letting of Rental Premises and the issue of invitations for interviews or sales-related or other events shall be subject to prior written permission of Hotel, whereby § 540 para. 1 sentence 2 Civil Code [Bürgerliches Gesetzbuch – BGB] shall be waived, unless the client is the consumer.
3. General terms and conditions of the client shall apply only where expressly agreed in advance.

II. Contract formation, contract partners, liability, expiry

1. The contract shall be formed via offer and acceptance. Hotel's declaration of intent must be made in writing.
2. The client shall immediately and of its own accord inform Hotel if the event is likely to jeopardise the smooth running, security, or reputation of the Novum Hotel Group on the grounds of its political, religious, or other nature.
3. Hotel shall where it is responsible be liable for loss due to death, injury or impairment of health. It shall further be liable for other loss based on its intentional or grossly negligent breach of obligation or based on the intentional or negligent breach of its typical contractual obligations. Breach of obligation by a legal representative or agent of Hotel shall be equal to breach of obligation by Hotel. Further compensation claims by the client are hereby excluded unless otherwise provided for under XI. Should disruption or defect of Hotel's services arise Hotel shall on becoming aware thereof or on immediately being informed thereof by the client seek appropriate remedy. The client shall insofar as it is reasonable contribute to remedy of disruption and help to minimise potential loss. The client shall furthermore inform Hotel as soon as possible of any potential extraordinary loss.
4. All claims against Hotel shall expire one year after onset of the statutory expiry period. This shall not apply for claims for compensation or for other claims based on Hotel's intentional or grossly negligent breach of obligation.



5. Messages, post and goods arriving for the client will be handled with due care and attention. Hotel shall pass these on to the client within the hotel, shall keep them in its custody (subject to prior agreement in the case of goods received) and shall on request and subject to remuneration send them on. Hotel's liability shall be governed by the aforementioned provisions.

III. Services, prices, payment, offsetting

1. Hotel shall provide the services ordered by the client and agreed to by Hotel.
2. The client shall pay the prices agreed or applicable for these services and for any other services of which it makes use. This shall also apply for services commissioned directly by the client or via Hotel and that are provided by third parties and paid for by Hotel. This shall especially apply for payments due to copyright agencies.
3. Prices agreed are inclusive of taxes applicable on contract formation. In the event that after contract formation but before performance of contract statutory sales tax is amended or local fees applicable to the services provided are introduced, amended, or abolished prices shall be adjusted accordingly. For contracts with consumers this shall apply where the period between contract formation and contractual performance is greater than four months.
4. Hotel's invoices without due date shall be payable in full within ten days of receipt. Hotel can at any time demand immediate payment of receivables due. For payment arrears statutory regulations shall apply.
5. Hotel reserves the right on contract formation to demand from the client an appropriate prepayment or security, for example in the form of a credit card guarantee. The amount of the prepayment and the payment dates may be agreed in writing in the contract.
6. In justifiable cases such as payment arrears by the client or extension of scope of contract Hotel reserves the right, even after formation of contract and up until commencement of the event, to demand appropriate prepayment or security in the sense intended by the previous clause or to demand increase, up to the full amount of remuneration agreed, of the prepayment or security agreed in the contract.
7. Only undisputed or enforceable claims may be offset by the client against a claim of Hotel.
8. Any official permits necessary for the event must be acquired in good time by the client at its own expense. The client shall be responsible for complying with legal requirements and other regulations.



IV. Client's withdrawal (cancellation)

1. Unless there is a statutory withdrawal right the client's withdrawal from the contract formed with Hotel shall be permitted only if and insofar as it has been expressly contractually agreed or Hotel agrees to waiver of contract.
2. Provided a deadline for withdrawal from contract without cost has been agreed between Hotel and the client the client may up until the deadline withdraw from the contract without being liable to pay Hotel compensation or other payments. The client's contractual right of withdrawal shall expire if it fails to notify Hotel in writing by the deadline agreed of its exercise of such right.
3. Where thereafter the client has no right of withdrawal or it has failed to exercise such right in good time and Hotel does not consent to waiver of contract the client shall, even if it does not make use of the service, remain bound by its contractual obligations and especially by those for the payment of the contractually agreed room rental rates and of other remuneration. Remuneration claims of Hotel arising from alternative leasing of the property, as well as savings made by Hotel as a result of failure to make use of the service, shall count towards remuneration. The calculation of savings made or of remuneration claims due shall be governed by the following regulations where applicable:
 - a. Should the client withdraw from the contract between four and eight weeks prior to the event Hotel reserves the right, where it is contractually bound to provide food and/or drink, to charge 35% (or for later withdrawal 70%) of lost food and/or drink sales in addition to the rental rate agreed.
 - b. Food and/or drink sales shall be calculated as follows: agreed menu price excl. drinks (€15.00 per person) x agreed number of attendees. Where no price has been agreed for the menu the cheapest applicable three-course menu offered for events shall be assumed. Where only drinks have been agreed to be provided a per-person rate of €15.00 shall be assumed.
 - c. Where a conference rate per person is agreed Hotel reserves the right, in the event of withdrawal between four and eight weeks prior to the event, to charge 60% (or for later withdrawal 85%) of the conference rate per person x agreed number of attendees.
4. The client shall in the aforementioned instances be free to prove that remuneration is not due or is not due in the amount requested. Hotel shall be free to prove that higher remuneration is due.

V. Hotel's withdrawal

1. Where the right of the client to withdraw without charge within a specific period has been agreed in writing Hotel shall for its part be entitled within the same period to withdraw from the contract if it has received enquiries from other clients regarding the



contractually reserved premises and the client does not, on Hotel's enquiry, waive its right to withdraw.

2. Where prepayment agreed or requested under III para. 5 or 6 is not remitted Hotel reserves the right, subject to expiry of a deadline set by Hotel for remittance of the prepayment, to withdraw from contract.
3. Hotel reserves the right to withdraw from contract on objectively legitimate grounds and especially in the event of:
 - a. force majeure or other circumstances for which Hotel is not responsible and that make performance impossible;
 - b. contract's basis on ambiguous or false information with regard to essential facts, e.g. regarding the client's identity or the purpose of the event or if the client is in breach of II para. 2 of these terms and conditions;
 - c. Hotel having reasonable cause to believe that the event may jeopardise the operation, security, or reputation of Hotel without such jeopardy being attributable to the management or administration of Hotel;
 - d. breach of I para. 2 of these terms and conditions;
 - e. unlawfulness of the purpose or nature of the event.
4. In the event of Hotel's legitimate withdrawal client shall have no right to compensation.

VI. Changes to number of attendees and to timing of event

1. Increase of attendees by more than 5% must be communicated to Hotel at least five days prior to the event and shall be subject to Hotel's written consent. In the event of increase of attendees the invoice shall be based on the actual number of attendees.
2. Reduction of attendees by up to 5% shall be accounted for by Hotel in the invoice. In the event of greater reduction of attendees the invoice shall be based on the originally agreed number of attendees less 5%. The client shall be entitled to reduce the price agreed by the amount of the savings that the client can prove have accrued to Hotel due to the reduced number of attendees.
3. In the event of reduction of attendees greater than 10% Hotel reserves the right, unless unreasonable for the client, to change the confirmed rooms with due regard to different rental rates.
4. Should the start or finish time of the event change and should Hotel consent to such change Hotel can demand appropriate remuneration unless it is responsible for the change.

VII. Bringing of food and drink

The client shall not bring food and drink to events. Any exceptions must be agreed with Hotel in writing. In such cases a contribution will be charged to cover the general costs.



VIII. Technical equipment and connections

1. Where Hotel procures for the client at the client's behest technical and other equipment from third parties Hotel shall be deemed to be acting in the name of, on the authority of, and on account of the client. The client shall be liable for the care and orderly return of the equipment. It shall exempt Hotel from all third-party claims resulting from the transfer of this equipment. Hotel's liability to the client shall be governed by II para. 3 and 4 of these terms and conditions.
2. The connection of the client's own electrical equipment (incl. equipment rented or borrowed from third parties) to Hotel's power supply shall be subject to Hotel's written permission. Hotel may retrospectively revoke permission or make its permission contingent on certain requirements where such revocation or contingency is necessary for the avoidance of risk and for compliance with legal regulations, particularly those governing fire safety, emergency exits, and access for emergency services. The client shall be liable for any interruption or damage to Hotel's own electrical equipment and/or to other facilities as is caused by use of the client's equipment unless Hotel is responsible for such interruption or damage. Hotel reserves the right to meter and make appropriate charge for electricity usage.
3. The client shall with Hotel's permission be entitled to use its own phone, fax, and data transfer equipment, for which usage Hotel reserves the right to charge a connection fee.
4. A fee may be charged for the non-usage of Hotel's own equipment caused by connection of the client's equipment.
5. Disruption to technical or other equipment provided by Hotel shall where possible be remedied immediately. Only where attributable to Hotel shall such disruption entitle the client to reduction or retention of remuneration.
6. Disruption to the client's own electrical equipment, phones, fax machines, and data transfer equipment and to other equipment of the client are to be remedied by the client itself unless culpably caused by Hotel.

IX. Loss or damage of the client's property

1. Property that the client brings with it, whether exhibition-related, personal or other type of property, shall be in the event premises or Hotel at the client's own risk. Hotel accepts no liability for loss or damage of property, including for depreciation of assets, unless due to Hotel's intention or gross negligence. This waiver of liability shall not include death, injury, or impairment of health and nor shall it include circumstances in which under the relevant circumstances custody of property is to be regarded as an essential contractual service.



2. Decorative materials or other objects brought in by the client for the event must conform to fire safety regulations. Hotel reserves the right to demand official certification of such conformity. Should such certification not be forthcoming Hotel reserves the right at the client's cost to remove material brought in by the client. For the avoidance of potential damage the setting up and attachment of items must be agreed with Hotel in advance.
3. Exhibition-related and other materials brought in by the client must be removed immediately after the event. Should the client fail to do so Hotel reserves the right to remove and store such materials at the client's expense. Should the items remain in the event premises Hotel reserves the right to charge an appropriate fee for usage foregone for the period in which the items remain. The Hotel's right to bring further compensation claims shall remain unaffected.

X. Client's liability for damage

1. Where the client is a merchant it shall be liable for all damage to buildings or to inventory caused by the event attendees or visitors, employees, third parties affiliated to the client, or by the client itself.
2. Hotel reserves the right to demand an appropriate security from the client (e.g. in the form of credit card guarantee, insurance, deposit, or bond).

XI. Final provisions

1. Amendments or addenda to contract or to these terms and conditions for hotel usage must be made in writing. Unilateral amendments or addenda by the client shall have no force.
2. The place of performance and payment shall be the location of Rental Premises.
3. Exclusive jurisdiction – including for disputes relating to cheques and/or bills of exchange – shall for commercial transactions and subject to the provisions of § 38 para. 2 Civil Procedure Code [Zivilprozessordnung – ZPO] be Hamburg.
4. German law shall apply. UN sales law and collision of laws provisions are hereby excluded.
5. Should any of the provisions of the contract or of these general terms and conditions for events be or become invalid or void, the validity of the remaining provisions shall remain unaffected. Otherwise statutory regulations shall apply.