

## General Terms and Conditions of Business for functions and room reservations

Dear Guest,

we shall make every effort to make your stay with us as pleasant as possible. You should therefore be aware of the services we provide, what we guarantee and what our obligations to you are. Please take note of the following General Terms and Conditions of Business, which are intended to regulate contractual relations between you and us and clarify these in the interest of both parties and which you accept along with your reservations.

### 1. Conclusion of contract

- 1.1 This contract shall be concluded as soon as rooms, facilities, areas or other services are ordered and confirmed or -in the event of a confirmation not being possible due to insufficient time- are made available.
- 1.2 Performance shall be based exclusively on these General Terms and Conditions of Business of the hotel. General Terms and Conditions of Business of the client shall not be accepted.
- 1.3 Sub-letting or re-letting to a third party requires the written consent of the hotel.
- 1.4 In the event of a third party ordering for a client, the former shall be joint and separately liable to the hotel together with the client. The hotel may request a reasonable advance deposit from the client or from the third party.
- 1.5 Should the content of the reservation confirmation differ from the content of the booking, the differing content of the confirmation shall be binding for the guest and for the hotel, unless the guest shall make use of the right of withdrawal offered to him within 10 days.
- 1.6 All claims against Hotel expire one year after the beginning of the legal statute of limitations. This does not apply for damages and other claims, if the latter are caused by an intentional or grossly negligent dereliction of duty by the hotel.
- 1.7 If the orderer wishes to be invoiced for the costs, it must be written in the contract.
- 1.8 For guaranteed bookings (e.g., arrival after 16:00), special rates (e.g. early booking rates) and special services (e.g., special room categories or catering services), presentation of a valid and chargeable credit card is required when booking. The credit card will be deemed a security for the hotel, and can therefore be charged by the hotel with a lump sum compensation in accordance with the sales conditions in the event of a no-show, or a cancellation or unpermitted alteration after the cancellation period has expired (basically 90% of the room price for the entire stay, with or without breakfast, unless otherwise indicated in the reservation conditions at the time of booking). If an examination of the credit card should reveal that it is not chargeable, the hotel will be entitled to cancel if another valid and chargeable credit card is not indicated or shown immediately.

### 2. Arrival and Departure

- 2.1 Unless otherwise agreed, rooms shall not be available for occupation prior to 02:00 p.m. on the day of arrival. Rooms must be vacated no later than 12:00 noon on the day of departure. Thereafter, the hotel may invoice € 10.00 per hour and after 18:00 p.m. the full cost of lodging (list price). The client shall be free to furnish proof that the hotel has not suffered any or only considerably lesser damages.
  3. The hotel may otherwise dispose of rooms reserved, but not occupied before 16.00 p.m. on the day of arrival. This shall not apply in the event of later arrival being expressly agreed.
- ### Prices, Services
- 3.1 The prices and services agreed with the hotel shall be stated in the reservation confirmation. The prices shall include service charges and value added tax. The client shall be obliged to pay the effective or agreed hotel prices for any further services used. This shall also apply to services and outlays to third parties required by the client.
  - 3.2 Room and meal rates are quoted in euros and are inclusive of the VAT and service charge applicable on the date the agreement was signed. If the VAT rate is increased, room and meal charges will be increased accordingly. If further taxes or deductions of any kind were to be imposed in future on the provision of accommodation services or if any other charges were to come into effect due to statutory provisions, the customer will pay the appropriate amounts.
  - 3.3 Should the period between conclusion of contract and the function or room reservation exceed 4 months and should the prices generally charged by the hotel for such services be increased, the hotel may increase the contractually agreed price by an appropriate amount, not however exceeding 10%. The prices may also be amended by the hotel in the event of the client subsequently wishing to change the rooms reserved, the hotel services or the length of stay and the hotel agrees.
  - 3.4 The rates offered apply only to the total package. Should individual items from the total package be cancelled or amended, the hotel reserves the right to cancel or recalculate the rates for services due.
  - 3.5 The hotel offers a 10% commission for agents on the actual booked conference packages (net-less VAT) as well as on the accommodation rate (net-less VAT) without breakfast (valid for commissionable rates). For individual bookings of room hire, equipment, food, etc. we basically carry no commission. The Payment of a commission is stated within the contract or a separate agreement. If more than on agent is responsible for the same booking, the commission will be paid only once.

### 4. Functions

- 4.1 Provided nothing else has been contractually agreed to, the organiser has to inform the hotel about the final number of participants at the latest 7 working days prior to the date of the event, so as to ensure careful preparation.

Downward deviations of no more than 10% in the number of participants, compared with the number contractually agreed, are taken into account. Any downward deviations beyond this cannot be taken into account and shall be charged to the organiser.

- 4.2 If the number of participants increases by more than 5%, Hotel must be notified thereof by five business days before the event begins at the latest; such increase will require hotel's approval, which will be given in text form. The invoice will be based on the actual number of participants, but at least 95% of the agreed maximum number of participants. If the actual number of participants is lower, guest is entitled to reduce the price by the expenses that were saved due to this lower number, provided guest can verify such savings.
- 4.3 Any reduction in the number of participants by more than 5% must be communicated to hotel in a timely manner, but at the latest by five business days before the event begins. The invoice will be based on the actual number of participants, but at least 95% of the most recently agreed number of participants. Item 4.2 Sentence 3 applies mutatis mutandis.
- 4.4 If the number of participants decreases by more than 10%, hotel is entitled to exchange the confirmed rooms, under consideration of any deviating room fees, unless this is not acceptable to guest.
- 4.5 If the agreed starting or ending times for the event are rescheduled with hotel's consent, hotel is entitled to issue a reasonable invoice for the additional service commitments this will require, unless the hotel was at fault.
- 4.6 In the case of functions continuing after midnight, the hotel may add a service charge based on individual receipts from 00.00 a.m. onwards, provided that the remuneration agreed shall not already have accounted for duration beyond midnight.
- 4.7 In principle, the organiser shall not be entitled to bring own food and/or drinks to the functions. In exceptional cases (national specialties etc.), a prior agreement can however be made with the hotel, which must be concluded in writing. In such cases, a service charge or corkage shall be imposed. Foods brought along are subject to the statutory provisions, in particular the Food Hygiene Regulation HACCP in their current constitution. on agreed shall not already have accounted for duration beyond midnight.
- 4.8 The organiser and orderer shall be liable for the payment of any additional food and drink ordered by those participants in the function.
- 4.9 The organiser/orderer shall be obliged to voluntarily notify the hotel, should it be conceivable that, due to the content or nature of the service rendered and/or the function, the latter may arouse public interest or adversely affect or jeopardise the interests of the hotel.
- 4.10 Any newspaper adverts or other advertising measures/publications, in particular invitations to selection interviews, political or religious events or sales events, which include reference to the hotel, shall on principle require the prior written consent of the hotel.
- 4.11 If the orderer needs any official licenses for their function, he has to organise this himself in time on their own charge. The orderer is in charge of keeping the official legal duties and any other regulations. The charges of a function which have to be paid to a third party, especially GEMA-charges, entertainment taxes etc. have to be paid directly to the creditor.
- 4.12 Any other agreements will be stated in detail in the additional banqueting contract.
- 4.13 **Miscellaneous**

Escape routes: all access routes and areas reserved for emergency vehicles as designated by the no stopping/no parking signs must be kept free at all times as required by law. Any vehicles or objects blocking these designated access routes and reserved areas will be towed or removed at the expense and risk of the owner.

Emergency exits: the access routes must be kept free at all times. The self-closing doors in these areas must remain unobstructed, ensuring these doors can be opened fully, completely and with ease at all times. Obstructing, covering, blocking, obscuring or otherwise rendering the emergency exits and/or their labels unrecognizable is strictly prohibited. The areas immediately in front of and inside of each conference room door must not be blocked or constricted in any fashion by objects placed in or projecting into these areas. These areas serve as emergency exits.

Safety equipment: fireboxes, fire extinguishers, smoke alarms, in addition to the closing mechanisms of all fire doors as well as any other designated safety equipment and/or signs, especially the green emergency exit signs, must remain accessible and/or visible at all times. Blocking or covering such equipment and/or signage is prohibited.

Fire safety: materials that are flammable or that melt or release toxic gasses when burning such as polystyrene foam (Styrofoam), PVC or other similar materials, as well as materials that emit large volumes of smoke when burned are strictly forbidden. The use of plastic cable ties to secure any load-bearing items and/or light fixtures is strictly prohibited.

Display of motor vehicles: vehicles with internal combustion engines may only be displayed in the conference area with the hotel's express permission, and only when the gas tanks of those vehicles contain a minimum amount of fuel. The gas tanks of such motor vehicles on display must be closed securely. Filling gas tanks is strictly prohibited inside the conference area.

Explosive materials, munitions: the display of explosive materials regulated by the German Explosives Act (Sprengstoffgesetz) as amended from time to time is strictly prohibited during events. This also applies to munitions as defined by the German Weapons Act (Waffengesetz).

Pyrotechnics: firework displays are subject to the approval of the Essen Fire Department and the hotel's event team after a formal hazard assessment has been conducted.

Fog machines: the use of fog machines is subject to the approval of the hotel's event team. Should the use of an unapproved fog machine activate the hotel's fire alarm system, those operating the unapproved fog machine will assume full liability for any costs incurred by a response from the fire department.

Cleaning agents, solvents: the use of flammable liquids in the conference area is prohibited.

Alterations to the structure of the building: to avoid any potential damage that may otherwise be incurred, installing or attaching objects on or to the walls or ceiling in the conference area requires the express written consent of the hotel's event team. Suspending items from the ceiling is prohibited.

Flooring: depending on the nature of the event, drop cloths, protective carpeting or some other temporary flooring must be safely and securely laid out and subsequently removed in its entirety leaving no trace. Changing, dirtying, damaging or altering the hotel's flooring in any way is prohibited.

The event organizer will assume liability for any necessary repairs if the hotel's flooring cannot be restored to its original condition after the event. Damages: the event organizer will assume full liability for any damages incurred to the building and/or to its furnishings or equipment caused by the event organizer, its employees or any and all of its subcontractors or other third parties engaged on its behalf, or by the participants in or visitors to the event. The hotel retains the right to demand the provision of reasonable collateral (e.g., insurance policies, security deposits or guarantees, etc.). The event organizer is fully responsible for ensuring that waste is disposed of in accordance with any and all applicable legal requirements with regard to waste sorting and/or other procedures for proper waste disposal as prescribed by law, as well as for bearing the costs for any related cleaning procedures as may be required in the facilities and rooms used by the event organizer.

The use of external security services is subject to the express written approval of the hotel.

If the rights of any third party are involved (copyright, etc.) in an event, the event organizer must obtain and pay for a permit prior to the event. Any fees that are incurred as a result (GEMA fees, etc.) must be paid in advance of the event. The event organizer will assume liability for any and all claims for damages that may be raised against the hotel as well as any penalties charged to the hotel arising from the use of such materials on its premises.

Photography for commercial purposes on the premises of the hotel is subject to the hotel's prior written approval.

Newspaper advertisements that mention events scheduled to take place in the hotel are also subject to the hotel's prior written approval.

Any display items or other items belonging to the event organizer, its visitors, guests, employees, etc. that are brought onto the premises of the hotel are done so solely at the owner's risk. The hotel has no obligation to guard, supervise or store such items. The hotel will assume no liability for the loss, destruction or damage of or to such items except in cases of gross negligence or willful intent. The event organizer is responsible for the security of these personal items. Apart from that, except in cases of gross negligence or willful intent, the hotel will only assume liability for any damages resulting from breaches of contract up to the level of coverage provided by its liability insurance policy.

All decorations brought onto the premises of the hotel must be fire code compliant. The hotel retains the right to demand that the event organizer produce official verification that such decorative items are in fact fire code compliant.

Any and all display items or other objects, including their packaging, brought onto the premises by the event organizer or participants in the event must be removed immediately after the event. Should the event organizer fail to remove these items immediately after the event, the hotel may proceed with the removal and storage of these items at the event organizer's expense. The hotel retains the right to continue charging rental fees for accommodating any items left behind in the conference facilities for the duration of their stay in those facilities. The event organizer retains the right to prove lower damages whereas the hotel retains the right to prove higher damages.

Electrical installations: in procuring any technical or other similar equipment from a third party, the hotel will be acting on behalf of and at the expense of the event organizer. The event organizer will assume full responsibility for carefully handling and returning such equipment in an orderly condition and releases the hotel from any and all third party claims regarding the transfer and use of such equipment.

The use of the event organizer's own electrical equipment or any similar equipment supplied by a third party on behalf of the event organizer and connecting such equipment to the hotel's power supply system is subject to the hotel's prior written approval.

The event organizer will assume liability for any disruptions to the power supply and/or damage to the hotel's technical facilities or equipment attributable to the use of such devices. The hotel retains the right to calculate and invoice for electricity costs incurred by the use of such devices or equipment.

The use of the event organizer's own telephone, fax and data transmission devices is subject to the hotel's approval. The hotel may demand connection fees in such instances.

Safety measures: for reasons of safety, all heat-emitting or heat-generating electronic devices (cook tops, head lights, transformers, etc.) must be mounted or placed on non-flammable, heat-resistant, asbestos-free surfaces.

Radiation protection: the use of radioactive materials is subject to an official permit according to § 7 of the German Radiation Protection Regulation (Strahlenschutzverordnung - StSchV) and requires the hotel's prior approval. The permit must be issued in accordance with the stipulations of the German Radiation Protection Regulation (StSchV) as amended from time to time and must be obtained from the Office of Health and Consumer Protection (Amt für Gesundheit und Verbraucherschutz) and presented to the hotel at least six weeks in advance of the planned event. In the event that a permit has already been obtained, the event organizer must attest to the legality of the use of the radioactive materials intended within the hotel's conference area. The respective conditions of the permit must be observed. X-ray equipment and sources of stray radiation: The use of approved x-ray equipment and other sources of stray radiation is subject to permitting and registration requirements and to the stipulations outlined in the German X-Ray Ordinance (Röntgenverordnung, RöV - §§ 3,4,5 RöV) as amended from time to time. The application for a permit and registration must be submitted to the Office of Health and Consumer Protection at least two weeks prior to the beginning of an event.

The application must include the designation of the radiation protection officer, including a certificate of specialization in operating x-ray equipment if available, as well as type approval or certificates of conformity for each piece of equipment, their individual test certificates, as well as the radiation protection inspection certificate and test report.

Laser equipment: the use of laser equipment is subject to the hotel's approval. Laser equipment must be DIN EN 60825-1 compliant. The use of class 3 R, class 3 B and class 4 laser equipment must be registered with the appropriate authorities in advance (§ 5 German Laser Protection Regulation [Unfallverhütungsvorschrift „Laserstrahlung“ – BGV B2]). Set up for class 3b and class 4 laser equipment must be inspected and approved by an expert in consultation with the Office of Health and Consumer Protection prior to use.

## 5. Payment, hotel invoices

5.1 An appropriate deposit may be requested by the hotel for a reservation, upon conclusion of a contract or subsequently. The amount of the deposit and the payment date shall be agreed in writing in the contract.

5.2 Invoices bearing no due date shall be payable within 10 days from issue or date of invoice without any deductions.

5.3 In the event of default of payment, the hotel shall be entitled to charge interest in the amount of 5% above the discount rate of the German Federal Bank effective at that time, provided that the hotel shall not furnish proof of higher damages due to default or the guest furnish proof of lower damages.

5.4 For each reminder following the occurrence of a default, a reminder fee amounting to EUR 5.00 shall be charged.

5.5 Place of performance for payment obligations shall be the registered place of business of the hotel, also in cases where -based on special agreements- credit is granted for the outstanding amount and/or based on separate invoicing and agreements, this does not become due until a later date.

5.6 Refunds or reimbursement for services not used shall not be possible.

5.7 The client may only offset against or reduce an amount claimed on the part of the hotel in the case of undisputed or legally enforceable counterclaims.

## 6. Withdrawal, cancellation by the client

6.1 Guest is entitled to withdraw from the contract concluded with the hotel only if such right of withdrawal was expressly agreed in the contract or exists by law, or if the hotel expressly agrees to such rescission of the contract. Any agreement on right of withdrawal or consent to contract rescission must be in text form.

6.2 If the guest and the hotel have agreed upon a deadline for withdrawing from the contract at no charge, the guest is entitled to do so until that date without giving the hotel any claims for payment or compensation for damages. The guest's right to withdraw is forfeited if they do not assert it toward the hotel in writing by the agreed deadline.

6.3 If a right of withdrawal has not been agreed or has already expired, and there is no statutory right of withdrawal or termination, and the hotel does not consent to contract rescission, the hotel retains its claim to the agreed remuneration despite non-utilisation of the service.

6.3.1 **Overnight stays:** The hotel shall apply credit for the revenue earned by renting the rooms to other parties, as well as for saved expenses. If the rooms are not rented to other parties, hotel is entitled to estimate the deduction for saved expenses. In this case, guest shall pay 90% of the contractually agreed price for an overnight stay, with or without breakfast, as well as for package arrangements with third-party services, 70% for half board arrangements, and 60% for full board arrangements. The guest remains at liberty to prove that the aforementioned claim did not arise in the amount demanded, or at all.



- 6.3.2 **Events:** The hotel shall apply credit for the revenue earned by renting the rooms to other parties, as well as for saved expenses. To this end, any saved expenses can be estimated in accordance with Items 6.4, 6.5 and 6.6. The guest remains at liberty to prove that the aforementioned claim did not arise in the amount demanded, or at all. The hotel remains at liberty to prove that a higher claim arose.
- 6.4 If the guest withdraws between the eighth and fourth week before the date of the event, hotel is entitled to invoice, in addition to the agreed rental price, 35% of the lost potential revenue from the sale of food - and if the withdrawal is made later, 70% of this potential revenue.
- 6.5 The revenue from the sale of food is calculated according to the formula: Agreed menu price x number of participants. If no price was agreed for the menu, the most economical 3-course menu from the valid event offer made in the case at hand will be used as a basis.
- 6.6 If a conference flat rate was agreed per participant, the hotel is entitled to charge 60% of this flat rate x agreed number of participants if withdrawal is made between the eighth and fourth week before the date of the event, and 85% if withdrawal is made later.
- 6.7 Cancellation costs will be incurred if, at the time of cancellation, technical equipment has been ordered for an event and already provided, there by incurring costs which cannot be covered by any other utilisation.
- 7. Withdrawal by the hotel**
- 7.1 The hotel shall be entitled to withdraw from the contract for materially justified reasons, in particular in the event that
- requested deposits shall not be received in time, without waiving claims for damages in respect of any losses which may be incurred
  - a force majeure or other circumstances beyond the control of the hotel shall make performance of the contract impossible
  - a breach against the above clause 4.7 shall occur. In such case, the hotel shall also be entitled to cancel the function. Latter of these provisions shall apply accordingly, additional claims for damages on the part of hotel remaining unaffected.
  - if the purpose or cause of the event is illegal
  - the hotel shall have justified cause to assume that utilisation of the hotel's services, namely the function to be held in the hotel, could jeopardize the smooth operation of its business, the safety and/or the reputation of the hotel
  - the event mislead or misrepresent essential facts, e.g. the organizer or the purpose of the event.
  - until 2 weeks prior to arrival the minimum number of participants is not achieved. The statement of withdrawal will be sent to the orderer.
  - the costs for the hotel will be higher than the price for the orderer due to economic reasons. In this case the hotel is entitled to withdraw up to 4 weeks before the start of the contract.
- 7.2 In the event of a written agreement with the customer about the right of withdrawal up to a certain date, the hotel shall be entitled to withdraw from the contract until this date if requests from other customers exist for the booked rooms/function rooms and the client waives the right of withdrawal.
- 7.3 In the event of justified withdrawal by the hotel, the client shall not be entitled to any claims for damages.
- 7.4 The hotel shall be entitled to withdraw from the contract for the following reasons: indecent noise by the guests, any breach of good manners, as well as if a guest is contagious ill.
- 8. Liability**
- 8.1 The hotel shall be liable to the client in accordance with the provisions of the German Civil Code. However, liability due to negligence on the part of legal representatives or various agents shall be limited to cases of intent and gross negligence on the part of such persons.
- 8.2 In the case of objects introduced onto the premises, in particular e.g. exhibits, proper insurance shall be the responsibility of the organiser/orderer. Liability for money and valuables shall be limited to an amount of EUR 800.00 in accordance with § 701 of the German Civil Code. Liability shall be excluded if objects left in rooms or salons are not locked away. The guest has the possibility of handing in valuables in a safe at reception. If the guest wishes to collect money, securities and valuables with a value of more than EUR 800.00 or other items with a value of more than EUR 3.500,- this requires a separate storage agreement with the hotel.
- 8.3 The organiser/orderer shall be liable for loss or damage caused by his staff, assistants or those attending functions, in the same way as for loss and damage caused by himself.
- 8.4 To the extent that the hotel shall supply outside services, technical or other equipment from third parties for the guest, it shall be acting on behalf and for the account of the guest. The guest shall indemnify the hotel against all third party claims arising from the use of this equipment.
- 8.5 The hotel shall not be liable for accidents occurring in the course of leisure events of any kind, unless the hotel has acted with gross negligence or intent.
- 9. Miscellaneous**
- 9.1 With an occupancy of 2 adults in the room a maximum of 1 child up to 10.9 years (in bed of parents) is possible.
- 9.2 The admission of animals, regardless of the species, is not permitted.
- 9.3 Requests for early morning calls shall be discharged with the greatest possible care by the hotel. The hotel shall not be entitled to any claims for damages.
- 9.4 Information shall be provided as accurately as possible. Also in this case, claims for damages shall be excluded.
- 9.5 Lost property shall be forwarded upon request and on account of the guest. It shall be stored in the hotel for six months. Upon expiry of this period, objects of evident value shall be handed over to the local lost property office.
- 9.6 Messages, post and consignments of goods for guests shall be handled with the greatest possible care by the hotel. Storage, delivery and forwarding shall be undertaken upon express request. Any liability for loss, delay or damage shall however be excluded.
- 10. Final provisions**
- 10.1 Amendments and supplements to the contract, application acceptance, or these General Terms of Business should be made in text form. Unilateral amendments or supplements made by guest are invalid.
- 10.2 In commercial dealings, the place of fulfilment and payment, as well as the exclusive place of jurisdiction, including for disputes over checks and bills of exchange, is Erkrath. If a contracting party has fulfilled the requirements of § 38 (2) German Code of Civil Procedure (ZPO) and has no general domestic place of jurisdiction, Erkrath will be the place of jurisdiction.
- 10.3 German law will apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention), and of conflict-of-laws provisions, is excluded.
- 10.4 Please note regarding the VSBG (Law on Settling Consumer Disputes): We will not participate in any dispute settlement procedures before a consumer arbitration board.
- 10.5 If individual provisions of these General Terms of Business governing events are found ineffective or invalid, now or in the future, the other provisions will remain in full force and effect. Otherwise, the legal requirements will apply.

**As of August 2019. The correction of errors as well as misprints and/or miscalculation remains reserved.**