

## General Terms & Conditions for Events

### Purview

1. The following General Terms and Conditions apply the use of conference and banquet rooms of the one of the Hotels in Germany and/or in Austria lawfully operated under the AZIMUT Hotels trademark AZIMUT (herein after referred to as the "Hotel") for events and other services and deliveries of the Hotel for the clients (herein after referred to as "Event Organizer"). They are equally valid for renting other rooms, show cases, wall- and other spaces.
2. Subletting and subletting of the contracted rooms, spaces or show cases as well as invitations for interviews, sales and marketing and other events needs prior approval of the Hotel in writing, whereas § 540 clause 1 sentence 2 of the German Civil Code BGB (Bürgerliches Gesetzbuch) becomes invalid if the event organizer is not the user.
3. Terms and Conditions of the event organizer shall only apply if previously contacted in writing.

### 1. Conclusion of the Contract, Contracting Parties, Liability, Statutory Limitation

- a) The contract materializes with the Hotel's acceptance of the offer of the event organizer or the user; they are contracting parties.
- b) If the event organizer is not the user or a professional agent is involved, the organizer is jointly and severally liable together with the user for all contract obligations if the Hotel has an appropriate statement of the event organizer.
- c) The Hotel is liable with due care and diligence of a prudent businessman for all contractual obligations. The event organizer has no right to claim for compensation. This does not apply to damage due to injury of life, body or health if the Hotel is responsible for the breach of duty, other damage based on deliberate or gross breach of duty of the Hotel and damage based on a deliberate or negligent offence of contract obligations of the Hotel. A breach of duty of the Hotel is on par with a legal representative or a vicarious agent. Should there be any disturbance or imperfection in the service, the Hotel will resolve the matter upon knowledge or immediate reproach by the event organizer. The client is obliged to make a reasonable contribution in order to resolve the problem and to minimize possible damage. Besides, the client is obliged to inform the Hotel of any expected extraordinary high damage in good time.
- d) In principle, all claims against the Hotel become statute-barred within one year from the commencement of limitation period. This shall neither apply to damage claims nor to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.
- e) User and event organizer are liable for the conformity of rules and regulations in terms of industrial law.

### 2. Service, Price, Payment, Invoicing

- a) The Hotel is obliged to provide the contracted service.
- b) The client is obliged to pay the contracted or usual price of the Hotel for all services required. This applies also to services and expenses of the Hotel toward third parties arranged by the event organizer, especially for claims of companies for copyright enforcements.
- c) The agreed prices include all taxes in effect at the time of the conclusion of the contract. If the statutory value added tax is changed or if local taxes concerning the services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. This only applies to contracts concluded with consumers, if four months have passed between the conclusion and fulfilment of the contract.
- d) Invoices of the Hotel without settlement are payable with no discount within the 10 days upon receipt. The Hotel has the right to request payments due without delay and to ask for immediate settlement. The statutory rules concerning the consequences of default of payment apply. Proof of greater damage is subject to the Hotel.
- e) The Hotel is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in written form of the contract. The statutory rules concerning the consequences of default of payment apply.
- f) The client is not entitled to offset or reduce a Hotel claim subject to an indisputable or legally valid claim.

### 3. Cancellation of the Contract by the Event Organizer

- a) A cost-free cancellation of the contract by the client needs written consent of the Hotel. If there is no written consent, the contracted room rent and any service charges required by third parties are due in any case even if the event organizer shall not use the contracted service and subletting is not possible.
- b) If a cost-free cancellation date was contracted between the Hotel and the event organizer in writing, the event organizer has the right to cancel the contract until that date without causing demands for payment. The client's right of cancellation expires, if he does not exercise this right in written form towards the Hotel until the contracted date, provided the cancellation is not according to No. 1 clause 3.
- c) If the client withdraws between 8 to 4 weeks prior to first day of function, the Hotel reserves the right to charge 35% of the missed meal revenues in addition to the agreed-upon rent price. In the event of any later withdrawal, the Hotel shall be entitled to invoice 70% of the missed meal revenues in addition to the agreed-upon rent price.
- d) Food revenue is calculated according to the formula: menu price x participants. If no price was contracted for the menu yet, the price will be based on the most reasonable 3-course menu of the present event package.
- e) If a conference package was contracted per participant, the Hotel reserves the right to charge 60% for a cancellation between week 8 to 4 prior to first day of function and for any later cancellation 85% of the conference package x contracted participants.
- f) The hotel must credit the income from renting the rooms to other parties as well as for saved expenses.

### 4. Withdrawal of the Hotel

- a) If the event organizer has the right to cancel in writing within a fixed time, the Hotel on his part has the right to withdraw from the contract in this time, if there are booking requests from other organizers for contracted rooms and the organizer renounces his right to withdraw from the contract upon enquiry of the Hotel.
- b) If a contracted advance payment or demanded according to clause 2.e) is not made, the Hotel reserves the right to cancel the contract.
- c) In addition the Hotel reserves the right to withdraw from the contact due to an objective justified reasons, especially if:
  - Force majeure or other circumstances beyond the control of the Hotel makes fulfillment of the contract impossible;
  - Functions or rooms are booked on intentionally misleading or false statements of substantial facts regarding the person or purpose;
  - The Hotel has reasonable grounds to assume that the function endangers Hotel operation, the security or the image of the Hotel in public without being attributed to the territory and/or organization of the Hotel;
  - the purpose or the cause of the event is illegal;
  - There is a violation of clause 1 no. 2;
- d) In case of a legitimate cancellation through the Hotel, the client has no right to claim for compensation.
- e) Despite before mentioned, the organizer is obliged to inform the Hotel unsolicited if the performance and/or the event is suitable to cause public interest or to endanger the interest of the Hotel due to its subject or character.
- f) We may also cancel your reservation if an event outside of our control takes place (including industrial action, explosion, outbreak of disease, health and safety issues, fire, flooding, and failure of power and/or water supplies or emergency evacuation) means that we are unable to offer you our facilities/services. In this case we will contact you to let you know as soon as possible and:
  - if you have already paid for your event, we will refund your payment to you; or
  - if you have not yet paid for your event, you will not have to make any payment to us.
- g) We may also cancel your booking if we are (i) rebranding, (ii) refurbishing the hotel in question or (iii) there is a change in the shareholder structure or beneficial owners of us or one of our affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (Aktengesetz - AktG).

**AZIMUT Hotel Erding**  
Schlossallee 1  
D-85435 Erding  
Tel: + 49 (0) 8122 9559 50 - 0  
Fax: + 49 (0) 8122 9559 50 - 70  
info.erding@azimuthotels.com  
www.azimuthotels.com

**AZIMUT Hotelbetriebs Dresden-Erding GmbH & Co. KG**  
Joachimsthaler Strasse 39/40  
D-10623 Berlin  
HRA 44209B  
Komplementärin: AZIMUT Hotelbetriebs GmbH  
Amtsgericht Charlottenburg  
Steuernummer 29/027/70430  
USt-ID DE271966745

**AZIMUT Hotelbetriebs GmbH**  
Joachimsthaler Strasse 39/40  
D-10623 Berlin  
HRB 160418B  
Geschäftsführerin: Michaela Fricke  
Amtsgericht Charlottenburg

**Bankverbindung:**  
LBB – Berliner Sparkasse  
IBAN: DE44 1005 0000 0190 4732 15  
SWIFT: BELADEBEXXX

h) Furthermore, we can cancel your booking without giving reasons if operational events require it.

In case of cancellation according to letter g) and h) we will notify you immediately and

- if you have already paid for your event, we will refund your payment to you; or

- if you have not yet paid for your event, you will not have to make any payment to us

Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control. This does not affect your statutory rights

#### **5. Alterations in the Contracted Number of Participants and Event Period**

a) The Hotel must be informed 5 working days prior to the first day of the event at least on an alteration of the contracted number of participants of more than 5%; the Hotel reserves the right to confirm in writing.

b) A reduction of contracted number of participants through the event organizer of maximum 5% will be accepted by the Hotel upon invoicing. If the number of participants varies above that percentage the contracted number of participants minus 5% will be based for invoicing. The event organizer reserves the right to reduce the contracted price by the saved expenditures due to a reduced number of participants.

c) In case of any greater difference the actual number of participants is used.

d) If the number of participants differs by more than 10% the Hotel reserves the right to newly calculate the contracted price as well as to switch the contracted rooms, unless this is not reasonable for the event organizer.

e) If the contracted beginning and ending of the event are postponed and provided the Hotel agrees to this postponement, the Hotel reserves the right to charge the additional service adequately, unless the Hotel is to blame for that.

#### **6. Brought Food and Beverages; Additional Requirements**

a) In principle, the event organizer is not allowed to bring food and beverages to the event. Any exemption requires a written consent of the Hotel. In these cases a lump sum is contracted in order to cover the overheads.

b) In principle, advertisements and publications inviting for interviews or marketing events or giving information regarding the contracted event as well as other marketing actions requires previous approval of the Hotel. If any publication is done prior to approval, the Hotel reserves the right to cancel the event and claim for injunction.

c) If an evening event continues beyond 00:00 a.m., the Hotel reserves the right to demand a surcharge for the staff members.

d) Contracted room rentals apply only for the provision of rooms as well as available furnishing required by the event organizer. Technical equipment as well as their energy requirements are not included.

e) Any service during the event will be charged to the event organizer.

f) Date options are binding to both contraction parties. After due date, the Hotel reserves the right to rent the banquet rooms to somebody else.

g) Packaging material ordered by the client has to be disposed by the client.

h) If the event organizer entrusts the Hotel with the disposal of the packaging, the Hotel reserves the right to charge the costs.

i) Regarding music events the event organizer is obliged to inform the society for musical copyright enforcement, GEMA.

#### **7. Technical Equipment and Facilities; Activities of the Event Organizer in the Hotel**

a) If the Hotel procures technical equipment and other facilities from third upon request of the event organizer, the Hotel acts in the name, authority and on account of the event organizer. The Hotel orders any outside services only on account and in the name of the event organizer. The organizer respectively promoter exempts the Hotel fully extensively from claims by third. The event organizer is liable for the careful treatment and according to the rules that apply. He exempts the Hotel of all claims by third regarding the provision of the equipment and facilities.

b) The use of own electrical equipment by using the supply system of the Hotel requires the Hotel's consent in writing. Any disruption or damage to the electrical equipment of the Hotel due to the use of these appliances shall be charged to the event organizer if the Hotel is not liable. The Hotel reserves the right to calculate and charge a lump sum for electricity costs arising by the use of the appliances.

c) Prior to approval of the Hotel, the event organizer has the right to use his own telephone, fax and data transmission equipment. The Hotel reserves the right to charge a connection fee.

d) If available facilities of the Hotel remain unused due to the use of own appliances, a deficiency can be charged.

e) Any disruptions of technical or other appliances rendered by the Hotel will be eliminated immediately if possible. Payments cannot be withheld or reduces if the Hotel is not liable.

#### **8. Loss and Damage of Carried Items; Duties of the Organizer**

a) All carried exhibition and other items, even personnel items, brought in the banquet room and the Hotel is at the organizer's own risk. The Hotel shall not be liable for loss of goods or damage and for economic, except for gross negligence or purpose. This does not apply to damage due to injury of life, body or health. In addition, all cases are excluded from this warranty disclaimer, in which the temporary storage is based on a contracted obligation representing circumstances of an individual case.

b) Carried decorative material must correspond to fire safety regulations. The Hotel is entitled to ask for authorized evidence. In case this evidence is not produced, the Hotel has the right to remove material already brought at the cost of the organizer. In order to avoid possible damage, installation and mounting of items needs prior approval of the Hotel. The Hotel reserves the right to reject the installation even due to other justified reasons.

c) All carried exhibition and other items must be removed immediately after the end of the event. If the organizer shall not act accordingly, the Hotel reserves the right to remove the stored items at the costs of the organizer. If the items remain in the event room, the Hotel has the right to charge a reasonable user fee for the time of the storage. The organizer is free to prove that the above mentioned claim is not legitimate at all or not to the amount claimed.

d) Carried items, especially technical and decorative items, must correspond to conditions, stipulated by law regulating public meeting or the technical inspection agency (TÜV). All technical equipment, especially if installed above the head of the guests, must be secured according to the regulations. Fixing points used or additionally installed in the banqueting room may only be loaded to the maximum weight. The event organizer is liable for the conformity with all rules and regulation. The Hotel reserves the right to have the installation checked by experts hired by the Hotel. The costs are born by the organizer.

e) Service provider working in the event room by order of the organizer have to pay attention to and are liable for the following:

- Smoking is prohibited in all public areas of the Hotel

- Neat and tidy clothing, muted colors

- Consumption of food only in designated areas

- Deliveries are only allowed in the receiving area of the Hotel and only at a special exception in different areas assigned by the Hotel

- Installation in public areas need prior approval of the Hotel

f) Any installation in the Hotel lobby is not allowed.

g) In the course of an event the organizer is obliged to pay attention to a noise volume appropriate to the Hotel surrounding, especially after midnight. The Hotel reserves the right to adjust the volume adequately.

#### **9. Liability of the Organizer**

a) If the organizer is a legal entity, he is liable for any damage to the building or fixtures and fittings caused by participants or visitors, his employees, outside service providers or any third party in his responsibility or himself.

b) The Hotel reserves the right to ask for adequate securities (i.e. insurances, deposits, guarantees). Especially, the Hotel reserves the right to ask for proof of adequate personal liability insurance.

#### **AZIMUT Hotel Erding**

Schlossallee 1

D-85435 Erding

Tel: + 49 (0) 8122 9559 50 - 0

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#### 10. Final Provisions

- a) Alterations or supplements to the contract, the acceptance of the order or this General Terms and Conditions for Events must be in writing. Unilateral alterations or supplements by the client are ineffective.
- b) Exclusive place of jurisdiction in commercial operation is (residence of the operating entity).
- c) German law applies. The application of UN-sales law and the law of conflicts is excluded.
- d) Should certain provisions of these General Terms and Conditions for Events become invalid or void, the effectiveness of the remaining provisions is not affected. Besides, statutory provisions apply.

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