



GRANDHOTEL HESSISCHER HOF

General Terms and Conditions for Functions

§ 1 Scope

1. These General Terms and Conditions shall apply to contracts concluded with the Grandhotel Hessischer Hof Frankfurt (hereinafter referred to as "Hotel") for the rental of rooms and/or other spaces (e.g. outside facilities) belonging to the Hotel for the purpose of holding conferences, banquets, seminars and other events and to all other services provided by the Hotel that are associated to any of these.
2. Any deviating provisions, even if they form part of the customer's general terms and conditions, shall not apply unless expressly agreed in text form beforehand.
3. Customers within the meaning of these General Terms and Conditions are consumers (*Verbraucher*) and entrepreneurs (*Unternehmer*) as defined in Sections 13, 14 German Civil Code (BGB).

§ 2 Conclusion of Contract and Contracting Parties

1. The contract shall be concluded upon the Hotel's acceptance of the customer's application in text form. If the Hotel submits a binding offer to the customer, the contract shall come into effect upon acceptance of the Hotel's offer by the customer in text form.
2. If the Hotel declines a booking request and submits a deviating offer, the Hotel shall be bound by such deviating offer for a period of two days. The contract shall be concluded on the basis of this new offer, provided that the customer accepts the offer vis-à-vis the Hotel in text form within the period stipulated.
3. The parties to the contract are the Hotel and the customer. If the customer/ordering party is not the organizer of the event, or if the organizer of the event commissions a professional intermediary or event manager, the organizer of the event and the customer/ordering party shall be jointly and severally liable for all obligations arising out of this contract to the extent that the Hotel has in hand relevant statements made by the customer/ordering party, the intermediary or the event manager or by the organizer of the event.



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4. If the Hotel has granted the customer a relevant option in the contract, the latter shall for a certain period of time be able to withdraw from the contract without any further legal consequences. The option dates shall be binding on both contracting parties. If the customer withdraws from the contract within the agreed period of time, the Hotel shall not be entitled to claim compensation. Timeliness of the declaration of withdrawal shall depend on the receipt thereof by the Hotel. The contract shall be deemed to have been concluded with binding effect when the customer accepts the offer and confirms such acceptance to the Hotel in text form. The option shall cease to apply if neither party confirms the offer in text form to the respective other contracting party within the stipulated period, thus letting the deadline pass. After the period agreed for exercising the option has elapsed, the Hotel shall be entitled, without prior consultation, to freely dispose of the premises, rooms or services booked as options.
5. Any subletting or re-letting of the rented hotel rooms, spaces or showcases as well as the provision of any other services to third parties shall require the prior written consent of the Hotel.

§ 3 Services; Prices; Payment

1. The Hotel is obligated to keep the conference rooms, banquet halls, function rooms and/or other spaces and rooms ordered by the customer and confirmed by the Hotel available in accordance with these General Terms and Conditions and to render the agreed services.
2. The customer is obligated to pay the rates agreed with the Hotel for the rented conference rooms, banquet halls, function rooms and/or other spaces and rooms as well as for any further agreed services. This shall also apply to event-related services supplied and payments made to third parties by the Hotel.
3. The agreed prices include any taxes applicable at the time of contract conclusion. If the period between contract conclusion and the event exceeds four months and the statutory value added tax or local taxes and charges payable, if any, are increased after contract conclusion, the Hotel reserves the right to increase the agreed rates by an amount equivalent to such increase in value added tax or in local taxes and charges.



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4. Unless other payment terms have been expressly agreed, invoices are payable immediately upon receipt without any deductions whatsoever. The Hotel may at any time declare accrued claims to be immediately due and payable. In case of default, the Hotel shall be entitled to charge default interest in the amount of five (5) percentage points, or if the customer is a an enterprise, in the amount of eight (8) percentage points above the basic rate of interest applicable from time to time. The Hotel reserves the right to claim a higher loss. For each reminder issued following commencement of default, the Hotel may charge a fee of EUR 5.00.
5. The Hotel has the right at the time of contract conclusion to request that a reasonable advance payment be made or appropriate security be provided. The amount of the advance payment and the payment dates can be agreed in text form in the contract.
6. If an advance payment agreed upon or requested by the Hotel pursuant to the above provision is not or not fully paid when due, the Hotel shall be entitled to terminate the contract.

§ 4 Withdrawal by the Hotel

1. If it has been agreed in text form that the customer has the right to withdraw from the contract free of charge within a specified period of time, the Hotel shall likewise be entitled to withdraw from the contract free of charge within the agreed period if other customers inquire about the contractually reserved function rooms and the customer does not waive its right of withdrawal free of charge within five (5) business days of a request to that effect issued by the Hotel in text form.
2. If a reasonable grace period granted by the Hotel including a warning of withdrawal has elapsed without the advance payment or security pursuant to Section 3 no. 5 having been provided, the Hotel shall be entitled to withdraw from the contract.
3. Moreover, the Hotel shall be entitled to withdraw from the contract in particular if:
 - * force majeure or other circumstances beyond the control of the Hotel render performance of the contract impossible;
 - * the reservation of rooms is based on deceptive or false information in respect of material facts (e.g. regarding the identity of the customer or the purpose for booking the rooms);



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- * the Hotel has reasonable grounds to assume that the use of the Hotel's services may jeopardize the Hotel's smooth business operations, safety, or reputation among the general public;
 - * the customer invites persons to the Hotel for job interviews, sales or similar events without obtaining the Hotel's prior written consent;
 - * there is a case of unauthorized subletting or re-letting of rooms;
 - * the Hotel has gained knowledge of the fact that the financial situation of the customer has significantly deteriorated after conclusion of contract, in particular if the customer fails to settle claims due to the Hotel or to provide sufficient security, and payment claims of the Hotel thus appear to be at risk;
 - * the customer has requested that insolvency proceedings be initiated in respect of its assets, has submitted an affidavit of means pursuant to Section 807 of the German Code of Civil Procedure (*Zivilprozessordnung, ZPO*), has initiated extra-judicial proceedings for the settlement of debts, or has suspended its payments; insolvency proceedings have been initiated in respect of the customer's assets or such proceedings have been rejected for lack of assets.
4. The Hotel is obligated to inform the customer in text form of the exercise of the right of withdrawal without undue delay.

§ 5 Withdrawal by the Customer (Cancellation / Annulment)

1. The customer may only withdraw from the contract concluded with the Hotel if a right of withdrawal has expressly been agreed in the contract, if a statutory right of withdrawal exists, or if the Hotel gives its express consent to a rescission of the contract. The agreement of a right of withdrawal as well as the consent, if any, to a rescission of the contract have to be provided in text form.
2. If the Hotel and the customer have agreed on a deadline for withdrawal from the contract free of charge, the customer has until such deadline to withdraw from the contract without thereby triggering any claims for payment or claims for damages on the part of the Hotel. Failing to exercise the right of withdrawal vis-à-vis the Hotel by the agreed deadline, the customer's right of withdrawal shall expire.



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3. If a right of withdrawal free of charge has not been agreed or if such right has already expired, if there exists no statutory right of withdrawal free of charge, and if the Hotel does not agree to a rescission of the contract free of charge, the Hotel shall be entitled to payment of the agreed compensation even if the customer has not used the service.
4. The Hotel may elect to claim from the customer damage compensation in the form of a lump-sum compensation amount instead of a precisely calculated amount of compensation. In the event of a withdrawal from the contract up until 30 days prior to the event, the lump-sum compensation shall amount to 80% of the contractually agreed charges for the event, in particular for making available the Hotel's premises and rooms and for providing food and beverages. In the event that the customer withdraws from the contract seven (7) days or less prior to the event, the Hotel shall be entitled to charge 100% of the contractually agreed services. The contractually agreed amount shall be calculated based on the agreed number of participants. If an amount for food and beverages has not yet been agreed, calculation of the lump-sum compensation shall be based on the price of the least expensive meal specified in the currently valid banquet folder. The customer shall be free to prove that the above-mentioned claim has not been incurred at all or not in the amount asserted. The Hotel shall be free to provide evidence of a higher loss.
5. If the Hotel calculates the precise amount of compensation, the maximum amount of such compensation shall consist of the contractually agreed price for the services to be rendered by the Hotel, less the value of the expenditures saved by the Hotel and less any amounts generated by the Hotel from rendering such services to any other contractual partners instead. The customer shall be free to prove that the abovementioned claim has not been incurred at all or not in the amount charged. The Hotel shall be free to provide evidence of a higher loss. If the Hotel calculates the amount of damages based on the lump-sum compensation stipulated in subsection 4, allowance has already been made for the expenditures saved.



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§ 6 Changes to the Number of Participants and the Event Times

1. The customer shall be obligated at the time of ordering to inform the Hotel of the envisaged number of participants. Changes in the number of participants by more than 5% have to be notified to the Hotel five (5) business days prior to the event and shall require the consent of the Hotel in text form.
2. The Hotel shall accept a reduction in the agreed number of participants by a maximum of 5% and charge for the smaller number. In the event of any deviations in excess thereof, the charge will be based on the originally stated number of participants less 5%. The customer shall be entitled to deduct from the agreed price the individual expenses demonstrably not incurred by the Hotel due to the reduced number of participants.
3. In the event of an upward deviation in numbers the charge will be based on the actual number of participants.
4. In the event of a deviation in the number of participants by more than 10% the customer has to notify the Hotel accordingly in text form at least five (5) business days prior to the event. In such a case the Hotel shall be entitled to set new prices and to allocate different rooms, provided that this is acceptable to the customer.
5. If the agreed start and end times of the event are changed without the Hotel's prior written consent, the Hotel shall be entitled to charge additional costs for its readiness to provide services, unless the Hotel is at fault.
6. For events lasting beyond midnight, the Hotel may, unless otherwise agreed, invoice its personnel expenses based on an itemized statement. Moreover, the Hotel may also invoice the customer, based on an itemized statement, for commuting expenses incurred by its staff after public transportation has stopped for the night.

§ 7 Own Food and Beverages

As a rule, the customer shall not be allowed to bring its own food and beverages to the event and to serve it to the participants. Any exceptions to this rule shall require a written agreement with the Hotel. In such cases there will be a charge to cover overhead expenses.



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§ 8 Technical Equipment and Connections

1. If the Hotel procures technical and other equipment from third parties at the customer's request, it will do so on behalf, by authority and for the account of the customer. The customer shall be liable for the careful treatment of such equipment and for the due and orderly return thereof. The customer shall indemnify the Hotel against any and all third-party claims arising out of the provision of such equipment.
2. The use of customer's own electrical equipment and devices by tapping into the Hotel's power supply shall require the latter's written consent. Any breakdown of or damage to the technical facilities of the Hotel caused by the use of such equipment and devices, and which is not the fault of the Hotel, shall be the customer's liability. The Hotel may charge a flat fee for the power supplied.
3. The customer shall be entitled to use its own telephone, telefax and data transmission equipment with the Hotel's consent. The Hotel may charge a connection fee in this respect.
4. If suitable facilities and equipment belonging to the Hotel remain unused as a result of the customer's use of its own equipment, the Hotel shall be entitled to claim reasonable compensation for loss incurred.
5. Any defects in technical or other equipment provided by the Hotel shall be repaired as soon as possible. The customer may not withhold or reduce payments to the extent that such defects are beyond the control of the Hotel.

§ 9 Society for Musical Performing and Mechanical Reproduction Rights

(Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte, GEMA)

All musical events have to be notified to GEMA beforehand and the Hotel has to be informed thereof in writing. Any and all fees payable to GEMA shall be borne by the customer. The customer shall indemnify the Hotel against any claims by GEMA arising out of the unauthorized use of any GEMA or third-party rights (e.g. as a result of customer's failure to notify GEMA).



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§ 10 Extension of Use; Additional Services

1. Reserved function rooms shall be made available to the customer only for the period agreed in text form. Any use beyond that period shall require an additional agreement in text form.
2. Any costs incurred in addition to the contractually agreed services (telephone, bar and garage charges etc.) shall be borne by the participants in the event. Where this is not the case, the customer shall be liable to the Hotel as joint and several debtor.
3. The night surcharge specified from time to time shall apply to any events lasting beyond midnight.

§ 11 Loss of or Damage to Property Brought to the Hotel

1. Any exhibits or other items, including any personal belongings, brought to the location of the event or to the Hotel shall be there at the customer's own risk.
2. Any decoration materials brought along by the customer must comply with fire regulations. The Hotel shall be entitled to require official confirmation of such compliance. To avoid possible damage, any objects to be displayed and mounted must be approved by the Hotel beforehand.
3. All exhibits or other items brought along by the customer shall be removed immediately after the end of the event. Failing this, the Hotel may arrange for such objects to be removed and placed in storage. Where such removal would require an inordinate amount of effort and resources, the Hotel may leave the objects in the rented function rooms and charge the applicable rate of rent for those rooms for as long as they remain there. The customer and the Hotel shall be free to prove that the amount of loss incurred is lower or higher respectively.
4. The customer shall ensure that any packaging material (cardboard packaging, plastic packaging, crates etc.) discarded by the customer or third parties in connection with the event is disposed of in the appropriate manner. The Hotel shall be entitled to dispose of any packaging material left behind by the customer at the latter's expense.



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§ 12 The Customer's Liability for Damage

1. The customer shall be liable for any damage to the Hotel building or its furnishings caused by participants in or visitors to the event, by the customer's employee's or other third parties working in its domain or by the customer itself, unless the Hotel is at fault.
2. The Hotel can demand that the customer provide appropriate security (e.g., insurance, deposits and guarantees).

§ 13 Liability of the Hotel; Statute of Limitations

1. The Hotel shall assume unlimited liability for any loss or damage caused by injury to life, body and health; guarantees regarding the quality of the subject matter of the contract; fraudulent non-disclosure of defects as well as fraudulent misrepresentation. Liability under the Product Liability Act shall remain unaffected.
2. Without prejudice to Section 13 no. 1 the liability of the Hotel for slightly negligent breach of duty shall be excluded if no obligations essential to the contract (i.e. such obligations which are actually required to be fulfilled before the contract can be properly performed and/or whose breach would jeopardize the achievement of the purpose of the contract, and whose fulfillment the customer can regularly rely on: so-called material contractual obligations) are affected.
3. The Hotel's liability for slightly negligent breach of material contractual obligations pursuant to Section 13 no. 2 shall be limited to damage typical of the contract that is foreseeable at the time of contract conclusion.
4. Without prejudice to Section 13 no. 1, all claims against the Hotel shall become time-barred within one year, provided that the customer is an entrepreneur.
5. Section 13 nos. 1 - 4 shall apply to the legal representatives and vicarious agents of the Hotel mutatis mutandis.
6. Objects left behind shall only be forwarded at the customer's request and expense. Forwarding costs shall be borne by the customer. The Hotel shall inform the customer of any objects left behind and agrees to keep such objects safe for a period of six months.



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7. The Hotel is entitled to hand over the objects left behind to the local lost property office once the statutory period for safekeeping has expired. The Hotel shall treat with care any messages, mail and consignment of goods for the customer. The Hotel shall handle the delivery, storage and, upon request, forwarding of the aforesaid items and of lost property upon inquiry.
8. If the customer is provided a parking space in the parking garage or parking lot of the Hotel, this shall not constitute a contract for safekeeping. The Hotel shall not have any surveillance obligations in respect of any vehicles.

§ 14 Final Provisions

1. Any amendments and supplements to the contract, to the contract confirmation or to these General Terms and Conditions for Functions shall be made in writing. Any unilateral amendments or supplements hereto made by the customer shall be invalid. To preserve the written form requirements stipulated in these General Terms and Conditions it shall also suffice if such notice is provided by telefax or email.
2. Place of performance and place of payment shall be the registered office of the Hotel.
3. Exclusive place of jurisdiction — if the customer is an entrepreneur — shall be the registered office of the Hotel.
4. These General Terms and Conditions shall be governed by the laws of Germany to the exclusion of its conflict-of-law rules and of the UN Convention on Contracts for the International Sale of Goods (CISG).
5. Should individual provisions of these General Terms and Conditions for Functions be ineffective or invalid, this shall not affect the validity of the remaining provisions hereof. In all other respects the relevant legal provisions shall apply.