

## General Terms and Conditions (GTC) of HR Group / Hotel Event Contracts

The HR Group includes HRG Hospitality B.V. & Co. KG, Hauptstr. 66, 12159 Berlin and its subsidiaries and affiliated companies.

"HR Group" in these GTC means the company of the group with which the customer establishes a contractual relationship by booking the respective hotel.

### 1 SCOPE OF APPLICATION

- 1.1 These GTC apply to contracts for the rental of conference, banqueting and event rooms of the respective HR Group to the Customer for the organisation of events such as banquets, seminars, conferences, exhibitions and presentations etc. as well as all other services and deliveries (hereinafter uniformly referred to as "Services") provided to the Customer by HR Group in this context (Hotel Event Contract). All hotels, long-stay flats or serviced flats located in the Federal Republic of Germany and operated by HR Group are deemed to be "Hotels". An overview of all Hotels operated by HR Group can be found at: <https://www.hrg-hotels.com/Destinationen>.
- 1.2 The subletting or re-letting of the rooms, areas or showcases provided as well as invitations to job interviews, sales or similar events require the prior consent of HR Group 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.
- 1.4 "Customer" within the meaning of these GTC are both consumers and entrepreneurs within the meaning of Sections 13, 14 BGB with whom HR Group establishes a contractual relationship. The Customer is the event organiser within the scope of the contracts agreed in accordance with Clause 1 sentence 1.

### 2 CONCLUDING THE CONTRACT, CONTRACTING PARTIES

- 2.1 The Hotel Event Contract is concluded upon the acceptance of the Customer's offer by HR Group. If HR Group makes the Customer a binding offer, the contract is concluded upon the acceptance of the Customer's offer by HR Group. The booking shall be confirmed by HR Group in text form. In the case of bookings made via the Hotel's own website, the Hotel Event Contract is concluded by clicking on the button "BOOK WITH OBLIGATION TO PAY" (or similar), which confirms the reservation and the Customer's obligation to pay.
- 2.2 The contractual partners are HR Group and the Customer. If the Customer/ordering party is not the event organiser itself or if a commercial agent or event organiser is engaged by the Customer, the agent / event organiser shall be jointly and severally liable with the Customer for all obligations arising from the Hotel Event Contract, provided that HR Group has received a corresponding declaration from the Customer or the agent / event organiser. Irrespective of this, every person who makes a booking is obliged to pass on all information relevant to the booking, in particular these GTC, to the third party.

### 3 SERVICES, PRICES, PAYMENT, OFF-SET

- 3.1 HR Group is obliged to provide the services ordered by the Customer and promised by HR Group. However, HR Group is entitled to provide an equivalent substitute service if the provision of the ordered service is impossible or would only be possible at unreasonable expense or costs.
- 3.2 The Customer is obliged to pay the agreed or applicable prices of the hotel or HR Group for these and other services utilised. This also applies to services commissioned by the Customer directly or via the Hotel or HR Group, which are provided by third parties and disbursed by the Hotel or HR Group. In particular, this also applies to claims by copyright utilisation companies.
- 3.3 If a minimum turnover has been agreed and this is not achieved, HR Group may demand 60% of the difference as lost profit, unless the Customer proves lower damages or HR Group proves higher damages.
- 3.4 The agreed prices include the taxes applicable at the time the Hotel Event Contract is concluded. In the event of changes to the statutory value added tax or the introduction, amendment or abolition of local taxes on the object of performance 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 of the contract and fulfilment of the contract exceeds four (4) months.
- 3.5 HR Group invoices without a due date are payable without deduction within ten (10) calendar days of receipt of the invoice. HR Group is entitled to declare accrued receivables due at any time and to demand immediate payment. In the event of late payment, HR Group shall be entitled to charge the applicable statutory default interest currently amounting to 9 percentage points above the base interest rate or, in the case of legal transactions involving a consumer, 5 percentage points above the base interest rate. In addition, HR Group may charge a fee of EUR 5 per reminder letter in the event of default. HR Group reserves the right to prove and assert higher damages.

- 3.6 HR Group 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. The statutory provisions shall apply if the Customer is in default of payment.

- 3.7 In justified cases, e.g. payment arrears on the part of the customer or extension of the scope of the contract, HR Group shall be entitled, even after conclusion of the contract up to the start of the event, to demand an advance payment or security deposit within the meaning of Section 3.6 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.

- 3.8 The Customer may only offset undisputed or legally enforceable claims against a claim of the HR Group or assert rights of retention.

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

### 4 WITHDRAWAL / TERMINATION ("CANCELLATION") BY THE CUSTOMER

- 4.1 A unilateral cancellation of the Hotel Event Contract concluded with the HR Group by the customer free of charge is only possible if a right to free cancellation has been expressly agreed in the Hotel Event Contract or if a statutory right to free cancellation exists.

- 4.2 If a date for cancellation of the Hotel Event Contract free of charge has been agreed between the HR Group and the Customer, the Customer may cancel the Hotel Event Contract up to that date without triggering payment or compensation claims by the HR Group. The Customer's right of cancellation shall expire if it does not exercise this right in text form vis-à-vis HR Group by the agreed date.

- 4.3 If a right of cancellation pursuant to Clause 4.1 has not been agreed or has already expired and there is also no statutory right to withdraw from the Hotel Event Contract free of charge, HR Group shall retain the claim to the agreed remuneration pursuant to Clauses 3.3, 4.4 and 4.5 despite non-utilisation of the service. HR Group shall offset the income from other rentals and the expenses saved. The expenses saved in each case may be calculated as a lump sum, in the case of individually recognised rental prices in the amount of 10%, otherwise in accordance with Clauses 3.3, 4.4 and 4.5. The Customer is free to prove that the claim did not arise or did not arise in the amount claimed. HR Group is free to prove that a higher claim has arisen.

- 4.4 The calculation of the consumption turnover is based on the formula: Agreed menu price plus drinks x planned number of participants. If no price has yet been agreed for the menu, the cheapest 3-course menu of the respective valid event offer shall be used as a basis. Drinks are charged at one third of the menu price.

- 4.5 If a conference flat rate per participant has been agreed, HR Group is entitled to charge 60% of the conference flat rate x planned number of participants in the event of cancellation from the 60th day before the date of the event, 75% in the event of cancellation from the 30th day and 85% from the 10th day. In the case of events lasting several days, the first day of the event shall be decisive for calculating the cancellation period. The Customer is free to prove that the claim did not arise or did not arise in the amount claimed. HR Group is free to prove that a higher claim has arisen.

### 5 WITHDRAWAL BY HR GROUP

- 5.1 If it has been agreed that the Customer can withdraw from the Hotel Event Contract free of charge within a certain period, HR Group is entitled to withdraw from the Hotel Event Contract during this period if there are enquiries from other Customers for the contractually booked event rooms and the Customer does not waive its right of withdrawal upon enquiry by HR Group with a deadline of two (2) weeks. This shall apply accordingly if an option is granted, if other requests have been received and the Customer is not prepared to make a binding booking upon enquiry by HR Group within a reasonable period of time.

- 5.2 If an advance payment or security deposit agreed or demanded in accordance with Clause 3.6 and/or Clause 3.7 is not made even after a reasonable grace period set by HR Group has expired, HR Group shall also be entitled to withdraw from the Hotel Event Contract.

- 5.3 Furthermore, the HR Group is entitled to withdraw from the hotel event contract for objectively justified reasons (*sachlich gerechtfertigte Gründe*), in particular if

- Force majeure or other circumstances for which HR Group is not responsible make it impossible or only possible at unreasonable expense or costs to fulfil the Hotel Event Contract or other booked services;
- events or rooms are culpably booked by the customer or its vicarious agents with misleading or false information or concealment of material facts; material facts may include the identity of the customer, solvency or the purpose of the event;
- HR Group has reasonable grounds to believe that the event may jeopardise the smooth operation, safety or public reputation of the Hotel and/or HR Group without this being attributable to the Hotel's or HR Group's sphere of control or organisation;

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- the HR Group has reasonable grounds to believe that the purpose or occasion of the event is unlawful;
  - there is a breach of section 1.2.
  - HR Group has issued a house ban to the customer (or its event participants);
  - the Customer has filed an application for the opening of insolvency proceedings against its assets, has submitted a statement of assets in accordance with Section 802c of the German Code of Civil Procedure, has initiated out-of-court debt settlement proceedings or has suspended payments;
  - insolvency proceedings are opened against the Customer's assets or the opening of such proceedings is rejected due to lack of assets.
- 5.4 A justified withdrawal by HR Group does not constitute a claim for damages on the part of the Customer. Should HR Group have a claim for damages against the Customer in the event of withdrawal in accordance with Clauses 5.2 or 5.3 above, HR Group may claim a lump sum payment. Clauses 4.3 to 4.5 shall apply accordingly in this case.
- 6 CHANGES TO THE NUMBER OF PARTICIPANTS AND THE TIME OF THE EVENT**
- 6.1 An increase in the number of participants by more than 5% must be notified to the HR Group or the Hotel no later than five (5) working days before the start of the event; it requires the consent of the Hotel or the HR Group, which should be given in text form. Invoicing 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 as a result of the lower number of participants.
- 6.2 A reduction in the number of participants by more than 5% should be communicated to the Hotel or HR Group in good time, at the latest five (5) working days before the start of the event. Invoicing shall be based on the actual number of participants, but at least 95% of the ultimately agreed number of participants. Clause 6.1 sentence 3 shall apply accordingly.
- 6.3 If the number of participants is reduced by more than 10%, the Hotel or HR Group shall be entitled to change the confirmed rooms, taking into account any difference in the room rent, unless this is unreasonable for the Customer.
- 6.4 If the agreed start or end times of the event are postponed and the Hotel or HR Group agrees to these deviations, the Hotel or HR Group may charge a reasonable amount for the additional readiness to perform, unless the hotel or HR Group is at fault.
- 7 BRING YOUR OWN FOOD AND DRINKS**
- The Customer may not bring food and drinks to events. Exceptions require an agreement in text form with the Hotel or HR Group. In such cases, a reasonable contribution to cover overheads will be charged.
- 8 TECHNICAL FACILITIES, CONNECTIONS AND OTHER EQUIPMENT**
- 8.1 Insofar as the Hotel or HR Group procures technical equipment, connections and/or other equipment from third parties for the Customer at the Customer's request, it shall act in the name of, on the authorisation of and for the account of the customer. The Customer shall be liable for the careful handling and proper return of the equipment. The Customer shall indemnify HR Group against all third-party claims arising from the provision of such equipment.
- 8.2 The use of the Customer's own electrical equipment utilising the Hotel's electricity network requires the Hotel's consent in text form. Any malfunctions or damage to the Hotel's technical equipment caused by the use of such equipment shall be borne by the Customer, unless HR Group is responsible for them. HR Group may record and charge a flat rate for the electricity costs arising from the use of such equipment.
- 8.3 With the consent of the HR Group in text form, the Customer is authorised to use its own telephone, fax and data transmission equipment. HR Group may charge a connection fee for this.
- 8.4 If suitable facilities/equipment of the Hotel remain unused due to the connection of the Customer's own equipment, a reasonable cancellation fee may be charged in this respect.
- 8.5 The Customer must obtain any official authorisations required for the event in good time and at its own expense. The Customer shall be responsible for compliance with public-law requirements and other regulations.
- 8.6 The Customer is responsible for handling the formalities and settlements required in the context of copyright-relevant processes (e.g. music performances, film screenings, streaming services) with the responsible institutions (e.g. GEMA).
- 8.7 Malfunction in technical or other equipment provided by the Hotel or HR Group will be rectified as soon as possible. Payments may not be withheld or reduced insofar as HR Group is not responsible for these malfunctions.
- 9 LOSS OF OR DAMAGE TO ITEMS BROUGHT ALONG**
- 9.1 Any exhibits or other items, including personal items, are brought in, and kept in the event rooms or in the Hotel at the Customer's own risk.
- 9.2 Decorative materials and other items brought in by the Customer and their use must comply with fire safety requirements and official regulations. HR Group is entitled to demand official proof of this. If such proof is not provided, HR Group 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 in advance with the Hotel or HR Group.
- 9.3 Should the Customer wish to send event equipment or materials to the Hotel in advance, this requires the express consent of the Hotel or HR Group. Depending on the type, duration and scope, the Hotel or the HR Group shall be entitled to demand reasonable compensation for expenses, which the Customer must agree to in advance. In all other respects, the provisions of Clause 9.2 apply.
- 9.4 Any exhibits or other items brought along must be removed immediately after the end of the event. If the Customer fails to do so, HR Group may remove and store the items at the Customer's expense. If the items remain in the event room, HR Group may charge an appropriate compensation for use for the duration that the room is withheld.
- 10 LIABILITY OF THE CUSTOMER FOR DAMAGES**
- 10.1 The customer is 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 HR Group may require the customer to provide appropriate security, for example in the form of a credit card guarantee.
- 11 LIABILITY OF HR GROUP**
- 11.1 In the event of damage caused, HR Group shall be liable for intent and gross negligence - including that of its vicarious agents - in accordance with the statutory provisions. The same applies to negligently caused damage resulting from injury to life, limb or health. In the event of damage to property and financial loss caused by negligence, HR Group and its vicarious agents shall only be liable in the event of a breach of a material contractual obligation, but the amount shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract; material contractual obligations are those whose fulfilment characterises the contract and on which the Customer may rely.
- 11.2 Should disruptions or defects occur in the services of HR Group, HR Group shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the Customer. The Customer is obliged to make reasonable efforts to remedy the disruption and minimise possible damage and to notify HR Group immediately of any disruptions or damage. In addition, the Customer is obliged to inform HR Group in good time of the possibility of exceptionally high damage occurring. HR Group shall be liable to the Customer in accordance with the statutory provisions for items brought in. Liability claims shall lapse unless the Customer notifies HR Group immediately after becoming aware of the loss, destruction or damage (Section 703 BGB).
- 11.3 If the Customer is provided with a parking space in a hotel car park, even for a fee, this does not constitute a safekeeping agreement. HR Group shall not be liable for loss of or damage to motor vehicles parked or manoeuvred on the Hotel property and their contents, except in cases of intent or gross negligence.
- 11.4 All claims of the Customer or the third party against HR Group shall generally become time-barred 1 year from the beginning of the regular limitation period dependent on knowledge within the meaning of Section 199 (1) BGB. However, claims for damages against HR Group shall become time-barred at the latest 3 years from the breach of duty, depending on knowledge, and at the latest 10 years from the breach of duty, regardless of knowledge.
- These reductions in the limitation period do not apply to claims based on intent or gross negligence on the part of HR Group or its vicarious agents or to negligently caused damage resulting from injury to life, limb or health. The shortened limitation periods do not apply to negligently caused property damage and financial loss in the event of a breach of a material contractual obligation.
- 12 FINAL PROVISIONS**
- 12.1 Amendments and additions to the Hotel Event Contract, the acceptance of the application or these GTC should be made in text form. Unilateral amendments or additions are invalid.
- 12.2 The place of fulfilment and payment is the place of business of the respective Hotel.
- 12.3 If the Customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction shall be Berlin. However, the hotel may also choose to sue the Customer at the Customer's place of business. The same applies to customers who do not fall under sentence 1 if they are not domiciled or resident in a member state of the EU.
- 12.4 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and private international law is excluded.
- 12.5 In accordance with the legal obligation, HR Group would like to point out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/>



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However, HR Group does not participate in dispute resolution proceedings before consumer arbitration boards.

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