

# GENERAL TERMS AND CONDITIONS FOR EVENTS (version: April 2020)

## I. SCOPE

1. These General Terms and Conditions apply to contracts concluded between the Waldhotel Stuttgart GmbH and the contractual partner for renting conference, banquet and event rooms at the Hotel for events such as banquets, seminars, conferences, exhibitions and presentations, and to any other Hotel services and supplies provided for the Client in this context; together with the T&Cs for the hotel accommodation contract, they also and in particular apply to hotel room bookings.
2. The Hotel's previous written approval is required for sub-letting hotel rooms, spaces or glass cabinets and for invitations to job interviews, selling or similar events, whereby sec. 540(1) second sentence of the German Civil Code (*BGB* [*Bürgerliches Gesetzbuch*]) is hereby waived, provided that the Client is not a consumer.
3. The Client's general terms and conditions only apply if this was previously agreed upon in written form.

## II. CONTRACT CONCLUSION/PARTNERS, LIABILITY, STATUTE OF LIMITATIONS

1. The Contract is concluded by the Hotel accepting the Client's application; the Hotel and the Client are the contract partners. The Hotel may confirm bookings in text form.
2. If the client/orderer is not the event organiser and/or if the event organiser employs commercial agents or third-party organisers, the event organiser and the Client are jointly and severally liable for any contractual duties if the event organiser submits a declaration to the Hotel.
3. The Hotel is liable for their contractual duties. The Client has no claims for damages; however, this excludes damage resulting from injuries to life, limb or health if the Hotel is responsible for such violation of duties, any other damage based on the Hotel's intentional or grossly negligent violation of duties and any damage based on intentional or grossly negligent violations of the Hotel's duties typical of such contract. Violations of the Hotel's representatives or vicarious agents are deemed violations of the Hotel. In the case of Hotel services disruptions or defects, the Hotel will take efforts to remove them once this comes to the Hotel's attention or once the Client notifies it thereof. The Client must reasonably cooperate to remove disruptions and to minimise damage resulting from this. Apart from that, the Client must timely notify the Hotel of the possibility that extraordinarily large damage is caused.
4. Claims against the Hotel generally become time-barred one year from the legal beginning of the limitation period. Damage claims that were asserted against the Hotel become time-barred 3 years after the violation of duty, if known, and 10 years after the violation of duty, if unknown. These reductions of the statute of limitations shall not apply to claims resulting from damage caused by intentional and grossly negligent conduct on the part of the Hotel and shall not apply to any injury to life, limb or health caused as a result of negligence. In the event of material damage and financial losses that were caused through negligence, the reduced statute of limitations shall not apply if a major contractual duty was violated.

## III. SERVICES, PRICES, PAYMENT, OFFSETTING

1. The Hotel must provide the services which the Client booked and which the Hotel confirmed.
2. The Client must pay the Hotel's contractually agreed/valid prices for these and other services which they use. This also applies to any services and advance payments of the Hotel to third parties requested by the Client, particularly for claims from copyrights collecting societies. Contractual prices include applicable value-added tax.
3. Hotel invoices showing no due date must be paid in full immediately. The Hotel may request the Client at any time to immediately effect any outstanding payments. In the event of arrears, the Hotel may request legal default interest of currently 9% and/or, for legal transactions with consumers, of 5% above the base lending rate; the Hotel may also produce evidence showing additional damage.
4. Upon contract conclusion, the Hotel may request reasonable advance payments or collaterals from the Client, such as credit card guarantees, partial payments or similar. The amount and time of advance payments may be contractually agreed upon in text form.
5. In certain cases, such as the Client being in arrears or the scope being extended, the Hotel may, also following contract conclusion until the time of the event, request advance payments or collaterals in terms of sec. 4 above or increase contractual advance payments or collaterals up to the full contract price.
6. The Client has a right to offset the Hotel's claims only against their undisputed or legally effective claims.

## IV. WITHDRAWAL BY THE CLIENT (CANCELLATION)

1. The Client's withdrawal from contracts concluded with the Hotel requires the Hotel's consent in text form. If this is not given, the Client must pay the full order price and services obtained from third parties even if they do not use such services and if the rooms cannot be rented otherwise.
2. If the Hotel and the Client agreed in text form upon a deadline for free withdrawal from the contract, the Client may withdraw until that moment without establishing any payment/compensation claims for the Hotel. The Client's right to withdraw lapses if they fail to exercise this right during the contractual deadline in text form.
3. If the Client cancels at any point between the contractually agreed withdrawal date and 180 days (6 months) before the date of the event, the Hotel shall have the right to demand 25% of the total order price.
4. If the Client cancels at any point between 179 days (6 months) and 56 (8 weeks) before the date of the event, the Hotel shall have the right to demand 50% of the total order price.
5. If the Client cancels at any point between 55 days and 28 days before the date of the event, the Hotel shall have the right to demand 75% of the total order price.
6. If the Client cancels at any point later than 27 days before the date of the event, the Hotel shall have the right to demand 90% of the total order price.
7. Hotel rooms booked as part of the event are governed by the provisions on cancellation as agreed in the event contract.
8. The deduction of saved expenses is considered under clauses 3 to 6. The Client may produce evidence showing that the above claim was established not at all or not to the requested amount. The Hotel reserves the right to prove that higher expenses were incurred.
9. The damage claims asserted by the Hotel will be communicated to the Client immediately after the contract was cancelled and the specified amounts shall be paid immediately after receipt of the invoice without a due date being indicated.

## V. WITHDRAWAL BY THE HOTEL

1. If it was agreed in writing that the Client may freely withdraw from the contract within a given period, the Hotel may, during that period, withdraw from the contract if they receive requests for the reserved event rooms from other guests and if the Client, following a query from the Hotel, fails to waive their right to withdrawal with a reasonable period.
2. If the Client fails to provide advance payments or collaterals agreed or requested in terms of section III clause 4 and/or 5 above after a reasonable grace period granted by the Hotel, the Hotel may also withdraw from the contract.
3. Furthermore, the Hotel shall have the right to withdraw from the contract for extraordinary reasons where justified, such as
  - force majeure or any other circumstances for which the Hotel is not responsible for making compliance with the contract impossible;
  - events or rooms having been booked using misleading or incorrect essential contract information about, for example, the identity of the Client or the purpose of the event;
  - the Hotel having reasonable cause to assume that the event may jeopardise the smooth operation of the Hotel, the safety or the reputation of the Hotel among the public without these risks being the responsibility of the Hotel or falling into the sphere of influence of the Hotel;
  - the purpose or occasion of the event being unlawful;
  - section I clause 2 being violated.
4. Withdrawal shall be declared in writing towards the Client.
5. Legitimate contract withdrawal by the Hotel shall not establish any claims for damages for the Client.

## VI. CHANGES TO THE NUMBER OF PARTICIPANTS/TIME OF THE EVENT

1. Changes to the number of participants must be communicated to the Hotel by not later than three working days prior to the event and they require the Hotel's consent in text form.
2. In the event of upwards deviations, the actual number of participants will be charged.
3. If the number of participants deviates by more than 10%, the Hotel may set new prices and change confirmed rooms, unless this is not acceptable for the Client.
4. If the beginning and end of the event undergo any changes and if the Hotel agrees to this, the Hotel may reasonably charge such extra services, unless the Hotel is responsible for such changes.

## VII. BRINGING FOOD AND BEVERAGES

The Client is generally prohibited from bringing their own food and beverages to the events; exceptions require the Hotel's consent in text form. In these cases, the Hotel will charge an amount to cover overhead costs.

## VIII. TECHNICAL EQUIPMENT AND INTERFACES AS WELL AS ORGANISATION OF THE EVENT

1. If the Hotel, at the Client's request, procures technical and other systems from third parties, they act in the name, on behalf and on account of the Client. The Client is liable for careful treatment and proper return and they hold the Hotel harmless against third-party claims resulting from providing these systems.
2. The use of the Client's own electric equipment and connection to the Hotel's grid require the latter's consent in text form. Costs resulting from disruptions or damage to the Hotel's technical systems due to such equipment being used must be borne by the Client, unless the Hotel is responsible for this. The Hotel may charge lump-sum electricity costs for using the equipment.
3. Subject to the Hotel's consent, the Client may use their own telephone, fax and data transmission equipment for which the Hotel may request connection charges.
4. If the connection of the Client's equipment results in Hotel equipment not being used, the Hotel may charge non-use compensation.
5. Any malfunctions of technical or other systems provided by the Hotel will be remedied immediately, if possible. Payments may not be withheld or reduced to the extent that the Hotel is not responsible for these disruptions.
6. The contract partner shall, at their own costs, obtain any and all official permits that might be required for the event. The contract partner is responsible for complying with any stipulations set out in such permits as well as with any other official regulations applicable to the event. Where the contract partner commissions third parties to provide services during the event (such as setting up, etc.), the contract partner shall ensure that all pertinent health and safety regulations are complied with.
7. In the event of private music performances, the contract partner is responsible for completing all formalities with and settling all invoices of the institutions involved (e.g. *GEMA* [German Performing Rights Association]).
8. The contract partner shall require the prior permission of the Hotel to use the name and logo of the Hotel for any advertisement for the event.

## IX. LOSS OF OR DAMAGE TO OBJECTS BROUGHT ALONG

1. Exhibits or any other, including personal, objects which the Client brings along will be at the event rooms and/or on the hotel premises at the Client's risk. The Hotel does not assume liability for any loss, destruction or damage, not even for any property damage, except for cases of gross negligence or intention of the Hotel. This does not include damage resulting from injuries to life, limb or health. Cases where the storage is a typical contract duty considering the individual circumstances are also excluded from the exclusion of liability.
2. Decorative materials brought by the Client must fulfil fire protection requirements in relation to which the Hotel may request official evidence to be produced. If the Client fails to produce such evidence, the Hotel may remove the Client's materials at the Client's expense. Due to possible damage, setting up and attaching objects must be previously agreed upon with the Hotel.
3. Any exhibits and other objects which the Client brings along must be removed immediately after the event. Should the Client fail to do so, the Hotel may remove and store such objects at the Client's expense. If the objects remain at the event room, the Hotel may charge reasonable usage fees for as long as they are not removed. The Client may produce evidence showing that the above claim was established not at all or not to the requested amount.

## X. THE CLIENT'S LIABILITY FOR DAMAGE

1. The Client shall be liable for any and all damage to the building or the inventory caused by the Client or the Client's employees, vicarious agents or participants in and attendants of the Client's event. An end consumer shall only be liable if they are directly responsible; companies shall be liable irrespective of fault having been proven or not.
2. The Hotel may request the Client to provide reasonable collaterals (such as insurance contracts, security deposits and suretyships).

## XI. FINAL PROVISIONS

1. Amendments of and supplements to the contract, contract acceptance and these General Terms and Conditions for Events must be made in text form; unilateral amendments and supplements by the Client are invalid.
2. The place of fulfilment and payment is the Hotel's registered office.
3. The exclusive venue – also for cheque and draft disputes – concerning commercial transactions is the Hotel's registered office. Should the Client fulfil the requirements of sec. 38(2) of the German Code of Civil Procedure (*ZPO* [*Zivilprozessordnung*]) and have no venue in Germany, the Hotel's registered office is the venue.
4. German law applies; the CISG and international private law provisions are hereby excluded.
5. If individual provisions of these General Terms and Conditions for Events are or become ineffective or void, this does not affect the validity of the remaining provisions; the legal provisions apply to any other matter.