

# General Terms and Conditions of Business

## Hotel Sylter Hof \* Berlin \*

### I. General Regulations

- The present General Terms and Conditions apply to all contracts concluded with the Hotel Sylter Hof "Berlin" (hereinafter called: Hotel). General Terms and Conditions other than those of the Hotel shall not become content of the contract, even if the Hotel does not explicitly contradict them.
- Prices can be modified after conclusion of a contract, if the period of time between conclusion of contract and rendering of services is longer than four months. In that case an adequate price increase is permitted, if the legal value added tax has been increased or if cost increases in the hotel and catering industry have occurred. If the price increase amounts to more than 5% of the price agreed on, the contracting partner is entitled to withdraw from the contract.
- Reservations are binding for both contracting partners. In principle, the contract cannot be cancelled unilaterally. A cancellation can in principle only be made with the approval of the Hotel and in consideration of the regulations under 1.10 of the present General Terms and Conditions. Reserved rooms are at the contracting partner's disposal from 12:00 noon on the day of arrival. Unless a late arrival has been explicitly agreed on, the Hotel reserves the right to otherwise dispose of reserved rooms after 18:00 hours. On the day of departure the rooms have to be vacated by 12:00 noon, unless other agreements have been made explicitly. The Hotel is free to confirm the room reservation in writing.
- A non-binding option which has been explicitly named as such has to be exercised or to be returned at the latest 42 calendar days before the day of arrival. Exercised options are treated as binding reservations. If the option is not exercised in due time, the Hotel is entitled to otherwise dispose of the reserved services.
- The Hotel is entitled to demand an appropriate advance payment or security deposit on conclusion of the contract or thereafter. The amount of the advance payment and the terms of payment may be agreed upon in writing in the contract.
- The contracting partner acquires no right to the provision of specified rooms or accommodation. Should the previously agreed upon accommodation not be available, the Hotel shall make efforts to provide equally suitable accommodation in other premises.
- Reletting or subletting of the leased rooms as well as their use for other than lodging purposes are subject to the prior written consent of the Hotel.
- If the person ordering accommodation and/or services is not the same as the organizer or if the person ordering accommodation and/or services orders to someone else's account, both are jointly liable.
- Invoices are in principle due immediately after receipt and without cash discount. In case of default of payment the Hotel is entitled to charge default interest at a rate 5% above the basic interest rate valid on the due date of payment, unless damages caused by default of another sum are proved. The contracting partner may subtract from the damages counterclaims of his against the Hotel only insofar as his demands are indisputed or legally established. Default of payment of just one invoice entitles the Hotel to cease all further and future services to the customer or to make all further and future services subject to an advance payment to the extent of 100%. The Hotel can decide on this without prior notice. In case of reservations totaling more than 10 overnight stays the Hotel reserves the right to demand an advance payment amounting to 50% of the ordered services, and of 100% of the ordered services if the customer or his firm is domiciled abroad. This amount is due 14 calendar days before arrival.
- If a customer does not make use of the contractual services which he has ordered or reserved in advance, he remains liable to pay the contractual price to the following extent:
  - if cancellation is made from the **42. to the 31. calendar day** before the contractual time of delivery of services, **10%** of the ordered services
  - if cancellation is made from the **30. to the 9. calendar day** before the contractual time of delivery of services, **50%** of the ordered services
  - if cancellation is made from the **8. calendar day** up to the contractual time of delivery of services, **80%** of the ordered servicesas derived from the contractual sum payable for the ordered services, are due. Cancellation fees shall be decreased by the amount of lodging fees which can be derived by reletting of the cancelled rooms at the contractual time of delivery of services. If the ordered services are separable and only part of the services have not been made use of, cancellation fees shall be due, according to the time limits and percentages in the above paragraph and based on the fees apportioned to this part of the ordered services. Proof of greater reduction of expenditure by the contractual partner remains unaffected by the above regulations.
- Objects or materials, left behind in publicly accessible rooms of the Hotel, in the technical facilities and in the conference rooms of the Hotel, are not regarded as having been brought in, unless they were expressly taken into custody by a person authorized thereto. Valuables such as jewelry, furs and money must be deposited at the reception desk. For this purpose a separate contract of safe custody must be concluded with a person authorized thereto. Valuables which were not deposited are excluded from liability. Within the rooms, liability over and above this applies only to those objects and materials which have been brought in by the person authorized by the accommodation contract. The liability coverage of the Hotel for objects or materials which have been brought in is limited to 3,000.-- €, except in cases of intent or gross negligence.
- In the areas of the Hotel open to the public the consumption of food and beverages brought into the premises is prohibited.
- If the business operation or security of the Hotel or its guests is endangered by a contracting partner, the Hotel may terminate the contract. This also applies in the case of acts of God and other unforeseeable, and extraordinary circumstances as well as circumstances for which the Hotel is not to be held responsible, if they render the delivery of services by the Hotel impossible, unconscionable or of no interest for the contracting partner.
- Contractual liability of the Hotel is excluded for defects existing at the time of conclusion of contract which did not occur due to factors for which the Hotel is held responsible.
- The Hotel is liable to compensate for damages – no matter on which legal grounds – only insofar as
  - the damage is due to gross negligence or intent by the Hotel or due to the lack of guaranteed qualities; or
  - the Hotel wrongfully violates a contractual duty and jeopardizes the contractual purpose; or
  - the damage is to be attributed to a case of delay or impossibility for which the Hotel is to be held responsible; or
  - the damage can be covered by an insurance which the Hotel has effected or reasonably could have effected; or
  - the damage leads to a typical danger to life or health.In case of violation of duties essential to the contract, delay or impossibility, the Hotel is liable only for foreseeable and immediate damages, insofar as the Hotel cannot be charged with intent or gross negligence. Insofar as compensation claims are excluded or limited according to the above subclauses, such exclusions and limitations also cover claims from tortious act as well as claims against employees and vicarious agents of the Hotel. Liability for objects brought into the Hotel remains unaffected by the above regulations. Details are set out in clause 1.11 of these Terms and Conditions.
- If a parking space on the car park of the Hotel is provided for the customer, even against a fee, a contract of safe custody is not concluded thereby. In case of loss or damage to motor vehicles and their contents which are parked or moved on the premises of the Hotel, the Hotel is not liable unless in case of intent or gross negligence by the Hotel. This also applies to vicarious agents of the Hotel.
- The contractual partner is obliged to report to the Hotel immediately, at the latest at the time of departure, any defects which may have occurred. The contracting partner must put forward his claims in writing to the Hotel within one month after the contractually stipulated conclusion of services. Claims of the contracting partner expire by limitation after six months. The time of limitation begins on the calendar day on which the contractual delivery of services was to be completed.
- Place of jurisdiction for all disputes which may derive from the contractual relationship between the parties is Berlin. The law of the Federal Republic of Germany is applicable.
- No verbal or written additional agreements have been made. Alterations or additions must be made in writing in order to become legally effective. The same applies to the renouncement of the necessity of writing as mentioned above.
- If individual regulations of these Terms and Conditions should be or become ineffective or void, the legal effectiveness of the remaining contents is not affected. Both contracting parties agree to replace the legally ineffective regulation by a legally effective regulation which comes nearest to the economic purpose and the intent of the legally ineffective regulation. Apart from this the provisions of law apply.

### II. Additional Business Terms for Events (Seminars, Conferences and Banquets)

- Reservations for events become binding for the Hotel only after the organizer has signed the order confirmation sent to him by the Hotel and the order confirmation arrives at the Hotel within the specified period, and where appropriate, after the advance payment of a minimum of 30% has been effected. Reserved function rooms are at the contracting partner's disposal only for the time which has been agreed upon in writing. Occupancy of the function rooms beyond the time agreed upon is subject to prior approval by the event department of the Hotel. Exceptions to this rule must be approved in writing by the Hotel. For cancellations paragraph 1.10 of these Terms and Conditions applies accordingly. In case of cancellation the advance payment will be set off against the cancellation fee.
- In case of cancellation of a reservation of function rooms including catering facilities, the costs of making these available are to be paid as compounded lost profit, unless the orderer proves that the profit loss has not occurred to the compounded amount. Basis of calculation is the turnover to be expected, as directed, in principle, by the order confirmation. Paragraph 1. 10 of these Terms and Conditions applies accordingly in this case.
- The size of the seminar room depends on the number of participants agreed upon in the order confirmation. The Hotel accepts numbers of participants exceeding the number agreed upon by up to 5% and, reserving additional costs, still guarantees a smooth performance. Further increases of the number of participants are subject to prior agreement with the Hotel. In case of increased numbers of participants the invoice will be based on the actual number of participants. In case the number of participants is exceeded, the organizer is required to pay the Hotel separately for the additional expenses caused thereby.
- If the number of participants originally agreed upon should be diminished by more than 10%, 90% of all contracted services for the number of participants originally agreed upon will be invoiced. This regulation applies as soon as the order confirmation has been signed and received by the Hotel.
- The Hotel reserves the right to change rooms in consideration of the interests of the Hotel, as long as this is reasonable for the organizer.
- In principle, the organizer is not allowed to bring food and beverages to the event, unless they are the subject of the event and are used for demonstration purposes. In special cases (national specialties, kosher food, etc.) a different agreement in writing can be made. In such cases a service fee or corkage will be invoiced, the amount of which is to be determined in the agreement.
- Requests concerning alterations of furnishing, equipment and seating, brought forward on the day of the event, can only be complied with, if an agreement concerning the expenses has been reached.
- Installation of decoration material or other objects without prior written consent by the Hotel is prohibited. The organizer is liable for damages to the furnishings or fixtures caused in the course of installation or removal or during the event by participants or guests, members of the staff, other third persons in his sphere or by the organizer himself, and for which the Hotel is not to be held responsible. The same applies for loss of property of the Hotel. The organizer is advised to effect an insurance for damages for which the Hotel is not to be held responsible.
- The organizer is responsible for insuring exhibition items or items of decoration which he has brought in where necessary. The Hotel is liable for such objects according to the basic principles of gratuitous deposit in accordance with paragraph 690 German Civil Code. Accordingly, the Hotel has to assume liability only for such diligence as it normally applies to its own affairs.
- Should interruptions or defects occur in technical or other equipment provided by the Hotel, the Hotel will ensure prompt relief. No retention or reduction of payment can be derived from this. If the Hotel obtains technical or other equipment from a third party for the organizer, the Hotel acts in the name and for the account of the organizer. The organizer is liable for careful treatment and proper return of these objects and exempts the Hotel from all claims of third parties derived from the lease of objects.
- If music is used during the course of the event, the organizer must register the event with the German Copyright Society (GEMA), if necessary. The organizer exempts the Hotel from all claims deriving from unauthorized use of GEMA rights or third parties.
- If the beginning or the end of the event is deferred without prior written approval by the Hotel, the Hotel can invoice additional expenses for the disposition of services, unless the Hotel is liable for the deferment.
- Publication of the name of the Hotel Sylter Hof "Berlin", where the event takes place, is permitted only if a representative of the Hotel approves in writing. Excluded from this regulation is the publication of the name of the Hotel in order to announce the location of the event and, where applicable, for a route description, as long as the medium used for publication is not accessible to an unlimited number of persons and as long as the name of the Hotel is not especially accentuated in the text.
- If the organizer of the event is a political, religious or ideological group, the contract becomes effective only upon the additional approval by the Hotel management; the contract is held in abeyance until such approval is given. If approval by the Hotel management, even deferred, is not given, the contract is ineffective and the Hotel is entitled to refuse services. In this case the organizer is obliged to compensate for all expenses incurred by the Hotel in reliance on the effectiveness of the contract.
- Emergency exits indicated as such must not be blocked or narrowed.

### III. Additional Business Terms for Groups

- Groups in the sense of these Terms and Conditions are travel groups of a minimum of 15 persons booked, arriving and departing together. Only one invoice covering total costs will be made out and, where appropriate, presented to the group leader. For a group of less than 15 persons, prices for individual travellers apply. Group discounts are not obligatory; group discounts may be granted subject to availability and demand.
- Reservations must be confirmed in writing:
  - Serial groups are confirmed on signing the contract.
  - Individual groups are confirmed 42 calendar days before arrival of the respective group. The final list of names of the members of each group must be submitted to the Hotel 14 calendar days before arrival at the latest.
- The Hotel sends a confirmation of reservations to the organizer, including all essential items included in the reservation, and information concerning check-in and payment conditions.
- Advance payments and cancellations
  - Serial groups:

The advance payment amounts to the expenses for sleeping accommodations of an average stay. This sum is due 14 calendar days before the first arrival and will be balanced with the last stay of the series.
  - Individual groups:

Reservations become binding for the Hotel only after advance payment of 50% has been made, and 42 calendar days before arrival of the group. If the organizer is domiciled abroad, reservations become binding for the Hotel only if an advance payment of 100% percent has been made, and 42 calendar days before arrival of the group. The advance payment will be retained if a cancellation is made within 42 days before arrival of the group.

Apart from this, clause 1.8. of these Terms and Conditions applies to cancellation of groups respectively.
- Payment procedures for individual groups  
Invoices are payable in Euro per bank transfer or per covered bank cheque four calendar days before arrival of the group or in cash on the day of the arrival of the group, unless another arrangement has been made.
- Unless otherwise agreed by contract, all expenses besides the usual contractual services, such as charges for telephone, bar etc. are to be paid by each member of the group individually upon departure. The organizer is liable in case of default of payment by the individual group members.