

TERMS AND CONDITIONS OF BUSINESS FOR SERVICES RENDERED BY THE Hotel am Funkturm GmbH

1. CONTRACTUAL AGREEMENT

- a) These general terms and conditions of business represent the full scope of the agreement made between the Hotel and the customer (name and address see over). A contract will only be deemed to have been made when both parties have signed the contract. Prior to this, the hotel has no obligations whatsoever towards the customer. Only authorized persons are entitled to sign the contract.
- b) Only these terms and conditions of business are valid. Other conditions stipulated by the customer, which deviate from these conditions, shall not be recognized by the hotel unless the hotel has expressly agreed to their validity in writing. These conditions are also valid if the hotel, in the knowledge of these contrary or deviating conditions, carries out its services for the customer unconditionally.
- c) These conditions apply to all the hotel's services, especially to those regarding letting of guest rooms, other room facilities and other services. Guest rooms and facilities made available may only be re-let, sublet, made available to third parties for use, used to hold interviews, sales functions or similar with prior written approval from the hotel.
- d) The hotel can readiest a reasonable payment in advance, (guideline: 100% of accommodation hire 60 days prior to arrival; 100% of function room hire plus 50% of the food and beverage price 60 days prior to the commencement of a function).
- e) Any advertisement making reference to the hotel requires prior written agreement from the hotel. f) The rooms shall be available for the guests from 3 p.m. on the day of arrival. The guest has no claim to the room being available earlier. The room must be vacated by no later than 12 noon on the day of departure.
- g) Prices are subject to the price list valid at the time of the supply of services. Where specific prices are fixed in the confirmation order and there are more than four months between conclusion and performance of the contract (supply of services) then the hotel shall be entitled to price modifications, h) Where functions (meetings, banquets, etc.) exceed the contractually agreed time or continue beyond midnight, then the hotel is entitled to charge additional expenses, in particular for successive functions and for staff.
- i) All claims of the customer are subject to a six month limitation period

2. LIABILITY

- a) The hotel is liable for the diligence of a prudent businessman. Should interruptions or faults occur in the hotels services, then the hotel will endeavor to rectify these immediately following notification by the customer. Except for the liability of the hotel in accordance with BGB §§ 701 onwards (deposit of things with the innkeeper), the hotel is only liable in the case of intent or gross negligence.
- b) If the hotel cannot perform its services due to acts of God (including fire, strikes, war, storms) or other events which cannot be influenced by the hotel, or if it is probable that such events will occur, then the parties are entitled to withdraw from the contract. These circumstances over-ride any legal obligations, and the customer is not entitled to a claim for damages.
- c) The customer liable to the hotel for any damage or losses which the customer, his guests, employees, representatives or helpers have caused either negligently or intentionally.
- d) Insofar as a right of withdrawal for the customer within a fixed period has been agreed in writing, then the hotel is in turn entitled to withdraw from the contract within this period, where there are injuries from other customers for the services tentatively booked and if the customer does not give up his right to withdraw (i.e. make a firm booking) when contacted by the hotel.
- e) Decorations or such like, as well as the use of areas in the hotel outside the rooms rented e.g. for exhibition purposes, require the written permission of the hotel and may be subject to additional charges. Any items which the customer has brought into the hotel with him must comply with the local fire, police and other regulations. If they are not removed immediately after the event has finished, they will be stored by the hotel and the customer will be charged appropriately at a level at least equivalent to the hire charges for the room used. Waste which has been left behind can be disposed of by the hotel and the costs incurred will be charged to the customer.
- f) The customer may not under any circumstances bring food and drink to any events. Exceptionally, a service charge or corkage will be levied.
- g) The hotel reserves the right to cancel an event and to return the pre-payment to the customer, should there be Justified reason to believe that the customer's booking would have a damaging effect on the hotel's reputation, or would be a nuisance to other hotel guests. If the cancellation is Justified, legal obligations are overridden and the customer has no further claim to damages.
- h) If the customer has been given the use of a parking space in the hotel's garage or car park, even when paid for, this does not constitute a contract. The hotel does not have a duty to monitor the garage. The hotel is only liable in accordance with the regulations of Rent Hire Law, and only for immediate and foreseeable damage to the vehicle and accessories. Claims for damages must be made to the hotel immediately or at the latest when the customer leaves the hotel's grounds, i) Hotel personnel will relay messages and post, or execute alarm calls to the best of their ability. Prior to the commencement of a function the person in charge should clarify the relaying of messages with the reception desk. The hotel accepts no liability.
- i) The client must obtain any official permission necessary for an organized event (banjoist, conference etc.) in good time and at his own expense. He is also obliged to comply with public regulations and other local rules. All fees to third parties in connection with the event, in particular GEMA charges and Entertainment Tax etc. are to be paid by him directly to the creditor.

3. MEANS OF PAYMENT

- a) The customer is obliged to pay for all costs incurred by the customer, on behalf of or by request of the customer, his guests, representatives or employees or helpers, for any merchandise or services.
- b) The balance of all bills which the customer owes the hotel must be paid by the customer prior to departure. The hotel reserves the right to issue interim bills in the event that customers resides at the hotel over a period of days.
- c) If the customer has an authorized account with the hotel, then the bill will be issued immediately following departure. The bill is to be paid within 10 days of issue. The hotel must be in possession of any requests for credit at the hotel at least 28 days before arrival of the customer. Credit application forms will be sent out on request.
- d) Should the customer delay payment, the hotel is entitled to charge interest on the payments due of 5% p.a. above the base lending rate. The customer is entitled to demonstrate to the hotel that no or only inconsequential damage has been caused to the hotel due to the delay in payment. Further claims for damages are at the hotel's discretion.
- e) All bills are charged in EURO. Payment can be made in cash, or by those credit cards accepted by the hotel. Payment by cheque or by credit card is only accepted up to specified limits.
- f) All bills must be settled within 10 days if issue, without any deduction. Where individual items are in dispute then the customer shall resolve the matter with the hotel.

4. NUMBER OF PARTICIPANTS

The hotel shall be guaranteed the contractually agreed no. of participants, which may only be reduced -by a maximum of 15%- following written notification by the organizer at least four days prior to the agreed function date. Following this deadline, only a one-off reduction in the guaranteed no. of participants- to a maximum of 5% - is permissible up to one day prior to the function. In the event of later reductions, notified or unnotified, in the number of agreed participants, the organizer shall be liable for the agreed charges for the guaranteed no. of participants.

In the event of excess participant numbers, catering charges will be assessed based on the actual no. of participants. Any increase in the agreed no. of participants, within the hotel's actual capacities, is subject to prior notification and the hotel's written approval.

5. GROUP AND BLOCK BOOKINGS:

- 30 days prior to the Date of Arrival, the customer shall provide the hotel with the following information :
1. Room list and the name of the group leader.
 2. Desired meal times.
 3. Time of arrival on the day of arrival and the time of departure (not later than 12 noon) on the day of departure.
 4. The names of the local agencies (where they are involved).
 5. Requests regarding any special care.
 6. Requested payment arrangements.
- Each special request should be made in writing and accompanied by a copy of this contract. The hotel will endeavor to fulfill the special requests.

6. DATA PROTECTION

- a) Where data is processed, we guarantee that personal data shall only be collected, processed and used for operational purposes within the hotel. Such data shall be processed & used exclusively for marketing and mailing measures, and for customer care.
- b) We reserve the right to submit your personal data (natural person or corporate body) to a commercial organization in respect of a credit assessment, if necessary.

7. CANCELLATION FEES

All cancellations must be made in writing
In the case of a cancellation by the customer, the customer is obliged to pay the following share of the prices for the rooms and services he had booked, unless he can prove a lesser damage to the hotel:

- a) Cancellation of 1 to 3 rooms incl. services :
Cancellation is free of charge until 2 p.m. of the arrival date, thereafter 90% of the agreed price is due.
- b) Cancellation of 4 to 30 rooms incl. services:
- | <u>Number of days before arrival</u> | <u>Cancellation fees</u> |
|--------------------------------------|--------------------------|
| I) up to 28 days | no fees |
| II) between 21 and 28 days | 30% of the agreed price |
| III) between 14 and 20 days | 40% of the agreed price |
| IV) between 7 and 13 days | 50% of the agreed price |
| V) up to 6 days | 90% of the agreed price |
- c) Cancellation of groups (30 rooms and more) or block bookings of different rooms, incl. services:
- | <u>Number of days before arrival</u> | <u>Cancellation fees</u> |
|--------------------------------------|--------------------------|
| I) up to 90 days | no fees |
| II) between 29 and 89 days | 30% of the agreed price |
| III) between 21 and 28 days | 40% of the agreed price |
| IV) between 14 and 20 days | 50% of the agreed price |
| V) between 7 and 13 days | 60% of the agreed price |
| VI) up to 6 days | 90% of the agreed price |

d) Cancellation of other services (e.g. catering, conferences, banquets, etc.) During all Trade Fair periods the customer may only cancel a function if at the same time the guest rooms booked are also cancelled. An isolated cancellation of guest rooms or functions booked is not permitted:

Day of cancellation (calendar day) before the event - cancellation fees:
- more than 28 days: & up to 30 people: no fee is raised for room hire or booked delegate package; & more than 30 people: a room hire fee or 40% of the booked delegate package will not be raised, provided that the hotel can let the rooms to someone else
- between 14 and 28 days
the total hire charge for the booked rooms or 50% of the booked delegate package is to be paid
- between 07 days and 13 days
the total hire charge for the booked rooms is to be paid, plus 50% of lost revenue on pre-booked services (e.g. for food, drinks); where no price has been agreed for such services the following shall apply: minimum banjoist menu price x the number of people will be charged, or 60% of the booked delegate package.
- less than 06 days
the total hire charge for the booked rooms is to be paid, plus 75% of lost revenue on pre-booked services (e.g. for food, drinks); where no price has been agreed for such services the following shall apply: minimum banjoist menu price x the number of people will be charged, or 90% of the booked delegate package.

e) Any additional rooms booked may not be off-set against contractually agreed and used room units.

f) If the contractually agreed date for a deposit payment by the customer be exceeded by more than 3 days, then the hotel is entitled to terminate the contract without notice and to cancel the booking. In such event the hotel is entitled to claim damages for cancellation of contract as listed above under item 4. a) - d) (Cancellation Fees) in accordance with the stipulations therein.

g) cancellation periods during Fair periods

- I) cancellation fees:
- | | |
|-------------------------|--------------------------|
| 16 weeks before arrival | 100% of hole reservation |
| 8 weeks before arrival | 50% of hole reservation |
| 4 weeks before arrival | 20% of hole reservation |
- II) No-Show:
In case of no show of a guaranteed booking without cancellation hotel may charge 100% of complete rate less 10,00 EUR per night.
- III) payment practice:
To guarantee booking, full payment of complete reservation must be payed 1 month before arrival.

8. OTHER MATTERS

Insofar as the customer acts within his scope as a businessman in respect of concluding agreements, then it is agreed that all legal proceedings shall be conducted at the place of location of the hotel. German Law applies.
These Terms and Conditions have been issued in German and translated into English. Should any discrepancy or misunderstanding exist, then the German version will be binding.
For deviating agreements or subsidiary agreements to take effect, they must be made in writing. Should individual conditions of the contract- including the terms and conditions of business - be invalid, then this does not affect the validity of the remaining conditions. The parties will replace the invalid conditions by such conditions which are valid and which come closest to the economic purpose of the invalid conditions, as soon as possible.