

GENERAL TERMS AND CONDITIONS FOR EVENTS

As of 12/2025

I. SCOPE

- These General Terms and Conditions (hereinafter referred to as "GTC") apply to contracts for the provision of conference, banquet and event rooms of the hotel to the customer/guest for the purpose of holding events such as banquets, seminars, conferences, etc., as well as to all related services and deliveries of the hotel (hereinafter referred to as "Hotel Event Contract"). This includes all hotels operating under the brands "Super 8", "Arthotel ANA", "Arthotel ANA Trademark by Wyndham", "Maximes Suite", "Schlosshotel Römischer Kaiser", "Wachtelhof House of Hütter", "MioMio", "Elaya Hotel", "Elaya Hotel Trademark Collection by Wyndham", "Holiday Inn", "Holiday Inn Express", "Hampton by Hilton", "Rilano Hote Trademark by Wyndham", "Aspire - Trademark by Wyndham", "Spark by Hilton", "Novotel Suites, Ibis Budget, Ibis, Ramada Encore, Rugs Hotel, Blaubeurer Tor, Hotel Domicil Bonn, Bodensee Hotel Kreuz, Chester Hotel Heidelberg from Gorgeous Smiling Hotels GmbH, GS Star GmbH, GS Star Deutschland GmbH, GS Hotelbetriebsgesellschaft mbH, Rilano Group GmbH, GS Star AT GmbH, G&S Hotelbetriebs GmbH AT, Grote Hotelbetriebs GmbH, Grote Italia GmbH, GS Augsburg Hotelbetriebs GmbH, Rugs Hotel GmbH, Turicum Hotel Management AG, Aspire Hospitality GmbH, Aspire Munich GmbH, Betana Group GmbH or The Hotel Company GmbH (the respective hotel operating company is hereinafter referred to as "Hotel").
- Furthermore, these General Terms and Conditions do not apply to the provision of 1 (one) to 9 (nine) or more than 9 (nine) hotel guest rooms for the accommodation of the customer/guest, nor to any other related services and deliveries provided by the hotel. In this respect, the General Terms and Conditions for Overnight Stays (Single Bookings) or the General Terms and Conditions for Overnight Stays (Group Bookings) shall apply.
- The subletting or transfer of the rooms, areas and/or display cases provided, as well as invitations to interviews, sales or similar events, require the prior written consent of the Hotel, whereby § 540 (1) sentence 2 BGB (German Civil Code) is waived if the customer is not a consumer. For agencies or other commercial intermediaries, therefore, sales must be agreed in advance with the Hotel and, in the case of written confirmation of the intermediary service, the Hotel must be notified immediately of the respective customers/guests with their full names, addresses and contact person.
- The customer's terms and conditions shall only apply if this has been expressly agreed in writing in advance.

II. CONCLUSION OF THE CONTRACT, CONTRACTUAL PARTNERS, LIMITATION PERIOD

- The contract is concluded when the Hotel accepts the customer's/guest's request. The Hotel must confirm the booking of the event to the customer/guest in writing or in text form.
- The contracting parties are the Hotel and the customer/guest. If a third party (e.g. a commercial agent) has booked the event for the customer/guest, they shall be jointly and severally liable to the Hotel with the customer/guest for all obligations arising from the Hotel Event Contract.
- All claims against the Hotel shall become time-barred one year after the start of the statutory limitation period. The reduction of the limitation period shall not apply to claims for damages due to injury to life, limb or health of the customer/guest and/or participants in the event caused by the hotel or to other damages based on an intentional or grossly negligent breach of duty by the Hotel.

III. SERVICES, PRICES, PAYMENT, SET-OFF

- The Hotel is obliged to provide the services ordered by the customer/guest and confirmed by the Hotel.
- The customer/guest is obliged to pay the agreed or applicable prices of the Hotel for these and other services and deliveries used. This also applies to services and expenses incurred by the Hotel to third parties at the request of the customer/guest. The agreed prices include the taxes and local charges applicable at the time of the event. Local charges owed by the customer/guest themselves under the respective municipal law, such as visitor's tax, are not included.
- After confirmation of the event booking by the Hotel, any contractual changes must be agreed in writing or in text form. Verbal agreements are not valid.
- Hotel invoices without a due date are payable without deduction within 10 (ten) days of receipt of the invoice. In the event of late

payment, the hotel is entitled to charge interest at a rate of 9% (nine per cent) above the base rate for companies or, in the case of legal transactions involving a consumer, 5% (five per cent) above the base rate. The Hotel reserves the right to prove higher damages.

- For event bookings, the Hotel is entitled to require the customer/guest to provide a security deposit by providing and charging a credit card for security up to 100% (one hundred per cent) of the event price.
- The Hotel reserves the right to adjust the rate/event price in the event of postponements or rescheduling of major events or trade fairs at the location or in the region of the hotel. If the customer/guest does not agree with the new event price, they have the right to withdraw. Reference is made to **Cipher IV, Number 3**.
- The customer/guest may only offset, reduce or exercise a right of retention against a claim by the hotel if the claim is undisputed or legally binding.
- The customer/guest agrees that the invoice may be sent to them electronically.

IV. Cancellation by the customer (i.e. cancellation, cancellation)/non-utilisation of the hotel's services (no show)

- For event bookings, withdrawal by the customer/guest is possible as follows:
 - Bookings for events for up to and including 20 (twenty) persons can be cancelled free of charge up to 30 (thirty) calendar days before the start of the booked event. In the event of withdrawal or cancellation of the event booking 29 to 15 (twenty-nine to fifteen) calendar days before the start of the booked event, the booking can be cancelled at a cost of 50% (fifty per cent) of the agreed price; from 14 to 3 (fourteen to three) calendar days before the start of the booked event, the booking can be cancelled at a cost of 80% (eighty per cent) of the agreed price. In the event of withdrawal or cancellation of the event booking 2 (two) calendar days or less before the start of the booked event, as well as in the event of no-show, the agreed price remains payable, less any expenses saved, which the hotel may charge at a flat rate.
 - Bookings for events for up to and including 21–50 (twenty-one to fifty) people can be cancelled free of charge up to 40 (forty) calendar days before the start of the booked event. In the event of withdrawal or cancellation of the event booking 39–20 (thirty-nine to twenty) calendar days before the start of the booked event, the booking can be cancelled at a cost of 50% (fifty per cent) of the agreed price; from 19–3 (nineteen to 3) calendar days before the start of the booked event, the booking can be cancelled at a cost of 80% (eighty per cent) of the agreed price. In the event of withdrawal or cancellation of the event booking 2 (two) calendar days or less before the start of the booked event, as well as in the event of no-show, the agreed price remains payable, less any expenses saved, which the hotel may charge at a flat rate.
 - Bookings for events for 51 (fifty-one) people or more can be cancelled free of charge up to 60 (sixty) calendar days before the booked start of the event. In the event of withdrawal or cancellation of the event booking 59–20 (fifty-nine to twenty) calendar days before the start of the booked event, the booking can be cancelled at a cost of 50% (fifty per cent) of the agreed price; from 19–3 (nineteen to three) calendar days before the booked event start date, the booking can be cancelled at a cost of 80% (eighty per cent) of the agreed price. In the event of withdrawal or cancellation of the event booking 2 (two) calendar days or less before the start of the booked event, as well as in the event of no-show, the agreed price remains payable, less any expenses saved, which the Hotel may charge at a flat rate.

The start time of the event shall be deemed to be the time at which the conference room was booked on the respective day (local time at the hotel).

- If the customer/guest has provided their credit card details or made an advance bank transfer as security, the Hotel will charge the fee owed in accordance with **Cipher IV, Number 1** above.
- In the event of cancellation in accordance with **Cipher III, Number 6**, the Hotel shall cancel the customer's/guest's booking free of charge.
- Otherwise, the customer/guest may only withdraw from the Hotel Event Contract concluded with the Hotel if there is a statutory right of withdrawal or if the Hotel expressly agrees to the cancellation of the contract in writing or in text form.

- In the event of withdrawal in accordance with **Cipher IV, Numbers 1 to 3** above, the corresponding invoice shall be issued with VAT shown. If the Hotel grants written consent to the customer/guest's withdrawal on the condition that the customer/guest must pay compensation for the services and deliveries not used, or if the customer/guest is obliged to (partial) reimbursement of damages to the Hotel, the corresponding invoice shall be issued without VAT. This applies subject to any changes in the administrative instructions of the tax authorities.

V. WITHDRAWAL BY THE HOTEL

- If a security deposit requested in accordance with **Cipher III, Number 5** is not provided, the Hotel is entitled to withdraw from the Hotel Event Contract.
- Furthermore, the Hotel is entitled to withdraw from the Hotel Event Contract for objectively justified reasons, for example if
 - force majeure or other circumstances beyond the Hotel's control make it impossible to fulfil the Hotel Event Contract;
 - events are booked under false information about facts known to the customer/guest or under fraudulent concealment of essential facts; essential facts may include the identity of the customer/guest, their solvency or the purpose of their stay;
 - the Hotel has reasonable grounds to believe that the event may jeopardize the smooth running of the business, the safety or the public reputation of the Hotel, without this being attributable to the Hotel's sphere of control or organization;
 - the purpose or occasion of the event is unlawful, or
 - there is a violation of the above **Cipher I, Number 3**.
- In the event of justified withdrawal by the Hotel, the customer/guest shall not be entitled to claim damages.

VI. CHANGES TO THE NUMBER OF PARTICIPANTS AND THE EVENT TIME

- Any change in the number of participants by more than 5% (five per cent) must be notified to the Hotel at least 5 (five) working days before the start of the event.
- A price or price component agreed upon depending on the number of participants shall remain payable at 50% (fifty per cent) for this reduced number of participants in the event of a reduction in the number of participants, less any expenses saved, which the Hotel may charge at a flat rate. In the event of an upward deviation and thus the additional booking of the increased number of participants, the actual number of participants will be charged.
- If the number of participants deviates by more than 10% (ten per cent) from the agreed number, the Hotel is entitled to reset the agreed prices and to change the confirmed rooms, unless this is unreasonable for the customer/guest. If a room required for the desired number of participants is not available, the Hotel is entitled to refuse to change the number of participants. Reference is made to **Cipher IV**.
- If the agreed start or end times of the event are postponed and the Hotel agrees to these deviations, the Hotel may charge appropriately for the additional services provided, unless the hotel is responsible for the postponements. If the agreed start or end times of the event are postponed without the Hotel's consent and the customer/guest is responsible for the postponements, the customer/guest shall compensate the Hotel for any damage incurred as a result. The hotel may also charge a reasonable fee for the additional services provided.

VII. FOOD AND BEVERAGES

- Bringing food and beverages
The customer is generally not permitted to bring food and beverages to events. Exceptions require the written or text-form consent of the Hotel. In such cases, the hotel will charge the customer/guest a reasonable contribution to cover overhead costs.
- Taking food away
The customer/guest may take food/foodstuffs away at the end of the event after consulting with the Hotel. The Hotel accepts no liability for any improper cooling/storage of this food afterwards. The Hotel is released from any liability for the edibility or health

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safety of the food taken away after the event.

VIII. TECHNICAL EQUIPMENT AND CONNECTIONS

1. If the Hotel procures technical and other equipment from third parties for the customer/guest at their request, it acts on behalf of, with the authority of and for the account of the customer/guest. The customer/guest is liable for the careful handling and proper return of the equipment. They indemnify the Hotel against all claims by third parties arising from the provision of this equipment.
2. The use of the customer/guest's own electrical equipment connected to the hotel's power supply requires the written or text form consent of the Hotel. Any malfunctions or damage to the hotel's technical equipment caused by the use of such equipment shall be borne by the customer/guest. The Hotel may record the electricity costs incurred through such use or charge the customer/guest a reasonable flat rate.
3. The customer/guest is entitled to use their own telephone, fax and data transmission equipment with the written or text-based consent of the hotel. The Hotel may charge a connection fee for this.
4. If the customer/guest's own equipment means that the hotel's suitable equipment remains unused, the Hotel may charge the customer/guest compensation for loss of earnings.
5. Faults in technical or other equipment provided by the hotel will be rectified by the Hotel immediately, as far as possible, upon written or text request by the customer/guest. Payments cannot be withheld or reduced if the hotel is not responsible for these faults.

IX. LOSS OR DAMAGE TO ITEMS BROUGHT ALONG

1. Exhibition items or other items, including personal items, brought to the event rooms or hotel are at the customer's own risk. The Hotel accepts no liability for loss, destruction or damage, including financial loss, except in cases of gross negligence or intent on the part of the Hotel. This does not apply to damage resulting from injury to life, limb or health.
2. Any decorative materials brought along must comply with fire safety requirements. The Hotel is entitled to request official proof of this. If such proof is not provided, the hotel is entitled to remove any materials already brought in at the customer's/guest's expense. Due to possible damage, the installation and attachment of objects must be agreed with the Hotel in advance.
3. Any exhibition or other items brought along must be removed immediately after the end of the event. If the customer fails to do so, the Hotel may remove and store them at the customer's/guest's expense. If the items remain in the event room, the Hotel may charge reasonable compensation for use for the duration of their stay. The customer/guest is free to prove that the above claim has not arisen or has not arisen in the amount claimed.

X. LIABILITY OF THE HOTEL

1. The Hotel shall be liable for its obligations under this contract with the diligence of a prudent businessman. Claims for damages by the customer are excluded. This does not apply to damage resulting from injury to life, limb or health if the hotel is responsible for the breach of duty, and other damage based on an intentional or grossly negligent breach of duty by the Hotel. A breach of duty by a legal representative or vicarious agent shall be deemed equivalent to a breach of duty by the Hotel. Should disruptions or defects occur in the Hotel's services, the Hotel shall endeavor to remedy the situation upon becoming aware of it or upon immediate complaint by the customer/guest. The customer/guest is obliged to contribute what is reasonable to remedy the disruption and minimize any possible damage.
2. If the customer/guest is provided with a parking space in the hotel garage or on a hotel car park, even for a fee, this does not constitute a safekeeping agreement. The Hotel is not liable for loss of or damage to motor vehicles parked or maneuvered on the hotel premises and their contents, except in cases of intent or gross negligence. This also applies to the hotel's vicarious agents. The above **Cipher X, Number 1, Sentences 2 to 4** apply accordingly.
3. For exhibition items or other items, including personal items, brought along, reference is made to **Cipher IX, Number 1**.

XI. LIABILITY OF THE CUSTOMER FOR DAMAGES

1. If the customer/guest is an entrepreneur, they shall be liable for all damage to buildings or inventory caused by event participants or visitors, employees, other third parties from their area or themselves.
2. The Hotel may require the customer/guest to provide appropriate security (e.g. insurance, deposits, guarantees). Reference is made to **Cipher II, Number 5**.

XII. COPYRIGHT, NAMES

Names, images, information, prices, protected brands and trademarks, the company or logos of the Hotel or a third party may only be used by a customer/guest if the partner has the written consent of the Hotel or rights holder.

XIII. LIABILITY AND EXEMPTION FROM CLAIMS RELATING TO WLAN OR WIFI USE

The customer/guest is responsible for the data transmitted via a WLAN connection, the chargeable services used and the legal transactions carried out. If the customer/guest visits chargeable websites or enters into liabilities, the resulting costs shall be borne by them.

The customer/guest is obliged to comply with applicable law when using the WLAN network. In particular, they shall:

1. not use the Wi-Fi network to access or distribute immoral or illegal content;
2. not unlawfully reproduce, distribute or make available any copyright-protected goods;
3. comply with the applicable regulations for the protection of minors;
4. not send or distribute any harassing, defamatory or threatening content;
5. not use the Wi-Fi network to send mass messages (spam) and/or other forms of unauthorized advertising;
6. note that it is expressly prohibited to visit file-sharing websites, in particular to download music and/or films via the hotel network/internet access.

The customer/guest indemnifies the hotel against all damages and claims by third parties based on illegal use of the Wi-Fi network by the customer/guest and/or a breach of this agreement; this also extends to costs and expenses associated with the claim or its defence. If the customer/guest recognises or should recognise that such a legal violation and/or breach has occurred or is imminent, they shall notify the hotel of this circumstance.

XIV. FINAL PROVISIONS

1. Amendments or additions to the Hotel Event Contract, the acceptance of applications or these General Terms and Conditions for Events shall be made in writing or in text form. Unilateral amendments or additions by the customer/guest are invalid.
2. The place of performance and payment is the registered office of the respective Hotel.
3. The exclusive place of jurisdiction – also for disputes concerning cheques and bills of exchange – in commercial transactions is Munich. If a contractual partner fulfils the requirements of Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the Hotel.
4. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and conflict of laws provisions is excluded.
5. Should individual provisions of these General Terms and Conditions for Events be invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.