

General Terms and Conditions for Events

Foreword

The following document comprises the General Business Terms and Conditions for Hotel Accommodation Contracts for MOA & Heidegrund Betriebs GmbH & Co. KG. By way of simplification and on behalf of MOA & Heidegrund Betriebs GmbH & Co. KG is referred to as "Hotel".

I. Scope of Applicability

1. These Terms and Conditions govern contracts for the rental of the hotel's conference, banquet, and convention rooms for events such as banquets, seminars, conferences, etc., as well as all other services and goods connected therewith provided by the hotel (hereinafter "the hotel").
2. The hotel's prior written consent is required if the rooms, areas, or display cases are to be rented or sublet to a third party, or if invitations are issued for introductory interviews, sales promotions, or similar events, whereby Art. 540 par. 1 sentence 2 German Civil Code [BGB] is waived insofar as the customer is not a consumer.
3. The customer's general terms and conditions shall apply only if this is previously expressly agreed in writing.

II. Conclusion of Contract, Parties, Liability, Statute of Limitations

1. The contract shall come into force upon the hotel's acceptance of the customer's application. They are the parties to the contract.
2. If the customer/ordering party is not the event organizer itself, or if a commercial agent or organizer is being used by the event organizer, the event organizer shall be liable together with the customer as joint and several debtors for all obligations arising from the contract, insofar as the hotel has received a corresponding statement by the customer.
3. The hotel is liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for those which result from injury to life, body or health and the hotel is responsible for the breach of the obligation, or other damage that is caused from an intentional or grossly negligent breach of obligation on the part of the hotel. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agents. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection without undue delay by the customer. The customer shall be obliged to undertake actions reasonable for it to eliminate the disruption and to keep any possible damage at a minimum. In addition, the customer shall be obliged to notify the hotel in good time if there is a possibility that extraordinarily extensive damage may be incurred.
4. All claims against the hotel shall be generally time-barred one year after the statutory commencement of the limitation period. Damage claims shall be time-barred after five years, irrespective of knowledge. The reduction of the statute of limitation periods shall not apply for claims that are based on an intentional or grossly negligent breach of obligation by the hotel.

III. Services, Prices, Payment, Set-Off

1. The hotel is obligated to render the services ordered by the customer and agreed upon by the hotel.
2. The customer is obligated to pay the hotel's prices agreed or the customary hotel's prices for such services or other services utilized. This shall also apply to services and outlays of the hotel to third parties caused by the customer, in particular, also for claims of copyright exploitation companies. The agreed prices include applicable value-added tax as required by law.
3. Hotel invoices not showing a due date are due and payable in full within ten days of receipt. The hotel shall be entitled at any time to demand payment of any accounts receivable without undue delay. In the case of default of payment, the hotel shall be entitled to demand payment of interest in the amount of 8% above the base rate or, with legal transactions with a consumer, in the amount of 5% above the base interest rate. The customer reserves the right to prove lower damage, whereas the hotel reserves the right to prove greater damage.
4. When the contract is concluded and thereafter, the hotel shall be entitled to require a reasonable advance payment or security deposit. The amount and date of the advance payment or security deposit may be agreed in writing in the contract.
5. In justified cases, e.g. customers in arrears of payment or extension of the contract scope, the hotel shall be entitled to demand, even in the period between conclusion of the contract and commencement of the event, an advance payment or security deposit as described under Item 4 above, or to increase the advance payment or security deposit stipulated in the contract up to the full agreed price.
6. The customer may set off or reduce a claim by the hotel or exercise a right of retention only in respect of such a claim with a counterclaim that is undisputed or decided with final, *res judicata* effect.

IV. Reputation by the Customer (i.e. Cancellation, Annulment) / Failure to Use Hotel Services

1. Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If such agreement is not given, the agreed room rate from the contract as well as the services caused to be performed by third parties shall also be paid in any case in the event that the customer does not avail itself of the contractual services and rental to a third party is no longer possible. In that case, the relevant invoice stating the VAT due shall be issued. If written consent to the customer's cancellation of the contract is given by the hotel on condition that the customer pays damages for the unused contractual services, the relevant invoice shall be issued without VAT. This shall apply provided that there is no change in the relevant instructions released by the tax authorities.

The above regulations mentioned under No. 1 shall not apply with the breach of the obligation of the hotel to take into account the rights, objects of legal protection, and interests of the customer, if holding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.

2. To the extent that the hotel and customer agreed in writing upon a date for a cost-free cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of cancellation shall expire if it does not exercise its cancellation right in writing vis-à-vis the hotel by the agreed date, insofar as no cancellation case pursuant to Item IV. No. 1 sentence 6 above exists.
3. If the customer – with or without justification – cancels only between the eighth and fourth week prior to the date of the event, the hotel shall be entitled to charge – in addition to the agreed rent – 35% of lost food sales and 70% of food sales for any later cancellation. The customer shall be charged in accordance with Item IV No. 1.
4. Food sales are calculated using the following formula: menu price for the event times the number of participants. If no price has yet been agreed for the menu, the least expensive three-course menu in the current set of event offerings shall apply.
5. If a seminar flat rate per participant has been agreed, the hotel shall be entitled to charge, with a cancellation – with or without justification – between the eighth and fourth week prior to the date of the event, 60% of the seminar flat rate times the agreed number of participants, and 85 % for any later cancellation. The customer shall be charged in accordance with Item IV No. 1.
6. The deduction of saved expenses is taken into account with the Items 3 to 5 above. The customer is at liberty to show that the claim mentioned above was not created, or not created in the amount demanded.

V. Repudiation by the Hotel

1. To the extent that a right of cost-free cancellation within a certain period was agreed in writing for the customer, the hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved event venues, and the customer does not waive its right of rescission upon inquiry thereof by the hotel.
2. If an agreed advance payment or an advance payment or security deposit demanded pursuant to Item III, No. 4 and/or 5 above is not made even after this period has elapsed, the hotel is likewise entitled to cancel the contract.
3. Moreover, the hotel is entitled to effect cancellation of the contract for a materially justifiable cause, e.g. if
 - *Force majeure* or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
 - If events are booked using misleading or false representation of material facts such as the customer or purpose of the stay in the hotel or purpose of the event;
 - The hotel has justified cause to believe that the event might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
 - There is a breach of Item I. No. 2 above.
4. The customer can derive no right to compensation from justified cancellation by the hotel.

VI. Changes in Number of Participants and Time of Event

1. If the number of participants changes by more than 5%, the hotel must be informed at the latest five business days before the start of the event. Such change must be approved in writing by the hotel.
2. A reduction in the number of participants of no more than 5% by the customer shall be acknowledged by the hotel in its charges. In the case of greater changes, charges will be based on the number of participants originally agreed minus 5%. The customer is entitled to prove lower participant numbers and to reduce the agreed price by the resulting savings.
3. In case of an upward change, the charges will be based on the actual number of participants.
4. If the number of participants changes by more than 10%, the hotel shall be entitled to re-determine the agreed prices and to exchange the confirmed room reservations, unless this is unreasonable for the customer.
5. If the event's agreed starting or ending times change and the hotel agrees to such deviations, the hotel may reasonably charge for the added cost of stand-by service, unless the hotel is at fault.

VII. Bringing of Food and Beverages

As a general rule, the customer may not bring food or beverages to events. Exceptions must be agreed in writing with the hotel. In such cases, a charge will be made to cover overhead expenses.

VIII. Technical Facilities and Connections

1. To the extent that the hotel obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney, and on the account of the customer. The customer is responsible for the careful handling and proper return of the equipment. The customer shall indemnify the hotel from all third-party claims arising from the provision of the facilities or equipment.
2. The hotel's written consent is required for using the customer's own electrical systems on the hotel's electrical circuit. The customer shall be liable for malfunctions of or damage to the hotel's technical facilities caused by using such equipment, to the extent that the hotel is not at fault. The hotel may charge a flat fee for electricity costs incurred through such usage.
3. The customer is entitled to use its own telephone, fax, and data transfer equipment with the hotel's consent. The hotel may charge a connection fee.
4. If suitable hotel equipment remains unused because the customer's own equipment is connected, a charge may be made for lost revenue.
5. Malfunctions of technical or other equipment provided by the hotel will be remedied immediately whenever possible. To the extent the hotel was not responsible for such malfunctions, payment may not be withheld or reduced.

IX. Loss of or Damage to Property Brought In

1. The customer shall bear the risk of damage or loss for objects for exhibit or other items including personal property brought into the event rooms / hotel. The hotel assumes no liability for loss, destruction, or damage to or of such objects, also not for property damages, with the exception of cases of gross negligence or intent on the part of the hotel. Excepted herefrom are cases of damage caused as a result of injury to life, body, or health. In addition, in all cases in which the safekeeping represents an obligation typical for a contract due to the circumstances of the individual case, release from this liability shall be prohibited.
2. Decorations brought in must conform to the fire protection technical requirements. The hotel is entitled to require official evidence thereof. Should such proof not be given, the hotel shall be entitled to remove materials already brought in at the expense of the customer. Owing to the possibility of damage, the hotel must be consulted before objects are assembled or installed.
3. Objects for exhibit and other items must be removed immediately following the end of the event. If the customer fails to do so, the hotel may remove and store such at the customer's expense. If the objects remain in the room used for the event, the hotel may charge a reasonable compensation for use for the period that they remain there. The customer is at liberty to show that the claim mentioned above was not created, or not created in the amount demanded.

X. Customer's Liability for Damage

1. Insofar as the customer is a business owner, it shall be liable for all damage to buildings or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the customer, and the company itself.
2. The hotel may require the customer to provide reasonable security (e.g., insurance, security deposits, sureties).

XI. Final Provisions

1. Amendments and supplements to the contract, the acceptance of applications, or these General Terms and Conditions for Events should be made in writing. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the relevant hotel branch.
3. In the event of dispute, including disputes for checks and bills of exchange, the courts of Munich shall have exclusive jurisdiction for commercial transactions. Insofar as a contracting party fulfills the requirements of Art. 38 par. 2 German Code of Civil Procedure [ZPO] and does not have a general venue within the country, the courts in the location of the hotel shall have jurisdiction.
4. The contract is governed by and construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
5. Should individual provisions of these General Terms and Conditions for Events be invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The same shall apply in case of unintended omissions. Moreover, the statutory provisions shall apply.