

General Terms and Conditions of Events at Madison Hotel GmbH

§ 1 Area of Application

The present General Terms and Conditions shall apply to any agreements that are concluded with Madison Hotel GmbH, Hamburg. In individual cases other terms and conditions which have been negotiated and specified in writing shall take priority.

Our General Terms and Conditions of Madison Hotel GmbH shall apply in the case of combined reservations of event facilities and hotel rooms. We will be happy to send you a copy.

§ 2 Contract Conclusion, Contracting Parties, Liability, Statutory Limitation

- 1) If the party placing the order is not acting in his or her own name, but rather for a third party, then the party placing the order shall be liable as the client if the third party for whom the order has been placed fails to confirm the order in writing.
- 2) In areas that are not typical for performance liability shall be limited to intent and gross negligence on the part of the hotel.
- 3) The period of limitation shall amount to six months for any customer claims.

§ 3 Events – Hotel Services

- 1) Conference, banquet and event facilities are rented exclusively for events such as banquets, seminars, conferences, exhibitions and presentations and exclusively to the contracting party or guest.
- 2) Neither the guest nor the contracting party shall be permitted to pass on rooms to any other persons or to use the rooms for purposes other than those specified in advance without the prior written consent of Madison Hotel GmbH. Refusal of such permission shall not serve as grounds for cancellation.
- 3) Reserved event facilities shall be available to the organizer only for the period of time agreed in writing. Any use beyond the agreed period of time shall require the prior approval by event management and on the part of the hotel.
- 4) The organizer of events shall be required to provide the hotel with the exact number of participants two working-days prior to the event at the latest. This number of participants shall be considered as the guaranteed subject matter of the agreement and shall be used by the hotel as the minimum quantity for invoicing purposes. A more than 10% reduction in the number of participants compared with the contractually agreed number of participants cannot be taken into consideration and shall be at the organizer's expense. In the event that the indicated number of participants is exceeded by more than 10%, then the hotel must reserve the right to modify the agreed food selection. The agreed prices shall increase accordingly in the case of the number of participants; extra remuneration shall be due for any additionally incurred expenditures.
- 5) The organizer may not bring along meals and/or beverages to the events unless a special agreement has been reached to this end.
- 6) Attachment of decorating materials or any other items as well as the bringing along of technical equipment shall not be permitted without the prior written consent of the hotel. The organizer shall be liable for damage to the facility or fixtures through setup and/or disassembly as well as during the event for which the hotel and its staff may not be held responsible.
- 7) The organizer shall warrant that any items brought in by the organizer comply with public regulations, in particular the requirements of fire authorities.
- 8) If music is employed within the scope of the event, then the organizer shall report the event to the German Society for the Protection of Music Copyright and Performing Rights [GEMA] as required. Madison Hotel GmbH shall be indemnified by the organizer with regard to any and all claims that may arise out of illegal use of any rights belonging to GEMA or third parties.
- 9) The organizer shall ensure that any waste is properly disposed of in accordance with valid regulations. The hotel shall be authorized to charge the organizer for the actual costs of disposal of the remaining waste as well as any cleaning of the respective areas associated therewith.
- 10) Publications by the organizer of any kind whatsoever in which reference is made to the location of the event shall require prior agreement by Madison Hotel GmbH.

§ 4 Prices, Payment, Set-off

- 1) The prices agreed for the services of Madison Hotel GmbH shall include the respective legally valid value added tax. If the value added tax included in the prices is increased through legal provisions, then the hotel shall be entitled to adjust the agreed prices accordingly without previous and separate agreement by the customer.
- 2) Madison Hotel GmbH shall be authorized to carry out an appropriate retroactive increase of the contractually agreed price – maximum 10% – if more than four months have elapsed between contract conclusion and performance of a contract and the price generally charged by Madison Hotel GmbH for such services has increased by at least the same amount.
- 3) Furthermore, prices may be changed by Madison Hotel GmbH if the customer subsequently wishes to change the number of participants, hotel services, the duration of the event or the number of days of the event and the hotel agrees.
- 4) Madison Hotel GmbH shall be authorized both upon conclusion of the contract and thereafter to require payment in advance and an appropriate security. A total amount of at least 50% of the agreed service price shall be considered as appropriate.
- 5) If the contracting party does not have a domicile and/or principal place of business within Germany, then Madison Hotel GmbH may in any case require at least a security in the full amount of the price.
- 6) Advance payments and securities shall be payable four weeks at the latest prior to the agreed start of the services rendered by Madison Hotel GmbH.

- 7) In the event of delay of payment of even only one invoice amount the hotel shall be authorized to cancel any existing contracts and to cease any further and future service for the customer; the same shall also apply to advance deliveries or payments.
- 8) The contracting party may set off his or her own demands for payment against those of the hotel only insofar as they are undisputed or legally enforceable.

§ 5 Cancellation by the Customer

- 1) In the event that the organizer cancels the agreed service(s) in part or as a whole, then the following blanket compensation shall be owed to the hotel by the organizer because of lost consideration for use of the space and catering. It is left up to the organizer to prove that the hotel incurred less damage.

Cancellation up to 90 days prior to commencement of the event	free of charge
up to 30 days prior to commencement of the event	30% of the agreed service
up to 7 days prior to commencement of the event	50% of the agreed service
up to 49 hours prior to commencement of the event	75% of the agreed service
as of 48 hours prior to commencement of the event	100% of the agreed service

The right to assert other claims for compensation shall be reserved.

- 1) **§ 6 Cancellation by the Hotel**

Madison Hotel GmbH shall be authorized to cancel the agreement without notice for objectively justified reasons without entitling the contracting party to any claims whatsoever.

Objectively justified reasons include, for example

- > force majeure or any other circumstances which make performance of the contract impossible and for which the hotel may not be held responsible,
- > rooms are booked under misleading or incorrect provision of essential information, e.g. with regard to the intended use or the identity of the contracting party or guest,
- > Madison Hotel GmbH has justified cause to assume recourse to the hotel service(s) may put the smooth operation of business, the security or the public reputation of Madison Hotel GmbH at risk.

- 1) **§ 7 Hotel Services Option**

- 2) By agreeing on an option the contracting party shall acquire the right to priority booking for the agreed optional service(s) vis-à-vis third parties for the period of the option.

- 3) Should third parties inquire about the optional service(s), then Madison Hotel GmbH may then request that the contracting party place a binding order for the optional service(s).

The optional right shall expire if the contracting party then fails to place an immediate binding order for the optional service(s).

- 1) **§ 8 Hotel Liability**

- 2) Items and materials which are to be left in areas accessible to contracting parties and in the event facilities of the hotel shall not be considered as having been deposited if they have not been expressly accepted into the care of a person entitled to do so. The hotel shall not assume any liability for such items.

- 3) Likewise the hotel shall not assume liability for clothes and objects of value such as jewelry, fur coats and money.

- 4) The extent of the hotel's liability for deposited items shall in any case be limited except in the case of intent or gross negligence to a maximum of EUR 3,000.00.

The organizer shall be obliged to expressly inform the event participants with regard to these liability provisions. The organizer shall indemnify the hotel against any and all claims which may be asserted against it due to damage or loss of items which have not been deposited, clothes or objects of value such as jewelry, fur coats and money.

- 1) **§ 9 Final Provisions**

- 2) Any amendments or modifications to the present agreement, acceptance proposal or these General Terms and Conditions for hotel admission shall be made in writing.

- 3) The place of payment and performance shall be the principal place of business of Madison Hotel GmbH.

The exclusive place of jurisdiction for commercial transactions, in particular also in the case of disputes involving checks and/or bills of exchange shall be the principal place of business of Madison Hotel GmbH. In all other respects the principal place of business of Madison Hotel GmbH shall be the exclusive place of jurisdiction within the limits of Section 40 of the German Code of Civil Procedure [ZPO] if the customer does not have a general place of jurisdiction in Germany or the customer's domicile or customary place of residence has been moved abroad or is unknown at the time that action is brought.

- 4) The law prevailing in the Federal Republic of Germany shall apply.

- 5) Should one or more of the aforementioned provisions of these General Terms and Conditions be invalid in part or as a whole or subsequently prove to be incapable of being implemented, then the validity of the remaining provisions shall not be affected.

Information on Data Protection

We hereby draw reference to the fact that Madison Hotel GmbH stores any information that is collected in the normal course of business. Such information is gathered, processed and used for implementation of the respective contractual relationship.

Moreover, we use your name, your address and, if required, your e-mail address in order to provide you with interesting information about our range of products and services.

Of course we shall refrain from doing so should you object to this use of your data.

The strict confidentiality of all personal data is a top priority for Madison Hotel GmbH.

