

## Additional Contractual Conditions of the Kameha Grand Bonn Betriebsgesellschaft mbH for Events (ZVB)

Please note that this text has been translated into English to aid the understanding of its contents. The German version of this text may be found [here](#): The German text is the legal basis of the contract and will apply for any legal matters or disputes.

### I. Scope of Application

These Supplementary Terms and Conditions (ZVB) apply to the (rental) utilisation of event, banquet, meeting and conference rooms of the hotel for the organisation of events of any kind and all other related services and deliveries of the hotel. For contracts that also include the utilisation of hotel rooms, the General Terms and Conditions (GTC) for Hotel Accommodation [Contracts https://www.kamehabonn.de/de/agbs.html](https://www.kamehabonn.de/de/agbs.html) will additionally apply. In the event of contradictions, the ZVB for events shall take precedence over the GTC for the hotel accommodation contract. The application of the GTC of the contractual partner is excluded unless the hotel expressly confirms these (at least in text form).

### II. Conclusion of Contract

The event/rental contract is concluded upon acceptance of the customer's application by the hotel. The hotel is at liberty to confirm acceptance in writing. If a third party makes the booking or concludes the contract on behalf of a third party, the customer shall be jointly and severally liable to the hotel as the ordering party together with the customer. If participants in an event at the request of the customer make payments directly to the hotel (e.g. for room bookings, food/drinks), the customer shall be jointly and severally liable with the participant. The ordering party is obliged to forward the ZVB to the customer/third party.

### III. Prices, (advance) Payment, Offsetting

1. The possibility of continuous updating of the hotel's prices (e.g. due to an adjusted occupancy situation) may result in current hotel prices deviating from the prices for previously booked services. For the customer, the final price stated at the end of the booking process/signing of the contract shall be valid.

All prices listed in the event offer include the statutory VAT applicable at the time the contract is concluded. In the event of a change in the statutory VAT rate or the introduction, amendment or abolition of taxes or duties on the subject matter of the service, the prices shall be adjusted accordingly. In the case of contracts with consumers, this only applies if there are more than 4 months between the conclusion of the contract and the provision of the service.

2. The contract offer does not include the accommodation tax ("City Tax") owed by the customer in accordance with municipal law. The hotel collects this for the city of Bonn as follows: The city of Bonn levies an accommodation tax of 6 per cent on the gross lodging price on all, i.e. private and business-related, overnight stays. The tax also applies if the hotel holds the booked room ready and the customer does not arrive without prior notification/cancellation ("no-show").

3. The hotel is entitled to demand an advance payment upon conclusion of the contract as well as an additional security via the completed credit card form as a booking guarantee.

The advance payment amounts to 100% of the total turnover to be expected on the basis of the booking plus statutory VAT and is payable in the following instalments:

- 50% of the expected total turnover within 4 weeks of signing the contract.
- 50% of the expected total turnover up to 6 weeks before the start of the event.

If the scope of the contract is extended, the hotel is entitled to demand an additional advance payment. Advance payments will be credited to the final invoice.

If agreed advance payments are not received on time, the hotel reserves the right to cancel the booking and charge the contractually agreed cancellation costs.

4. The hotel is entitled to offset any cancellation fees against advance payments made by the customer. The customer may only offset an undisputed or legally established claim against a claim of the hotel.

5. Hotel invoices are due upon receipt. They are payable without deduction within the payment period stated on the invoice.

### IV. Withdrawal by the Customer, Cancellation Conditions, No-Show

1. The customer may only withdraw from the 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. If the hotel and the customer have agreed on 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.

In all other cases, cancellation by the customer or cancellation (in whole or in part) of events and/or room/room bookings (via the event contract) and other agreed contractual services by the customer is only possible in accordance with the following cancellation conditions.

The customer must declare the cancellation to the hotel at least in text form. The receipt of the cancellation notice by the hotel is decisive for the timeliness of the cancellation. The cancellation regulations apply accordingly if the customer does not make use of the agreed services without prior notification (at least in text form) to the hotel ("no-show").

#### 2. Reduction of rooms for contingent bookings

##### a) Fixed contingent/via name list

After signing the contract, up to 20% of the contractually agreed room units can be cancelled free of charge up to 8 weeks before arrival and an additional 2 room units up to 72 hours before arrival.

Rooms cancelled in excess of this number or the specified dates will be charged to the customer (organiser) at 90% of the agreed room rate (including VAT, other taxes, duties and breakfast) for the entire agreed stay as a flat-rate compensation fee.

##### b) Call-in Allotment

The customer (organiser) will be charged 90% of the agreed room rate (including VAT, other taxes, duties and breakfast) for the entire agreed stay as a flat-rate compensation fee for rooms not taken up by the agreed deadline if the agreed minimum number of bookings is not reached.

#### 3. Reduction in the number of participants at the event

After signing the contract, a free cancellation of up to 20% of the contractually agreed participant/conference packages per day up to 8 weeks before arrival and 2 participant/conference packages up to 7 working days before arrival is possible for the agreed conference packages per participant and for the pre-booked F&B services (food/drinks).

Reductions in the participant/conference packages or pre-booked F&B services that exceed the aforementioned number and dates shall be charged to the customer (organiser) at 90%

of the agreed conference package/pre-booked F&B service as a flat-rate compensation fee.

**4. Cancellation of individual services (e.g. room rent, individual technical services, special services produced at the customer's request, personnel services)**

After signing the contract, the customer is obliged to pay the hotel a flat-rate compensation fee of 75% in the event of cancellation of individual services up to 12 weeks before the start of the event, a flat-rate compensation fee of 90% up to 4 weeks before the start of the event and a flat-rate compensation fee of 100% of the contractually agreed amount for the individual service for any subsequent cancellation.

**5. Proof of amount of damage, choice of hotel**

In all of the aforementioned cases of cancellation (IV clauses 2-4), the customer is free to prove that the hotel has not incurred any damage or that the damage has not amounted to the respective flat-rate compensation demanded.

In principle, the hotel may choose whether to demand compensation in accordance with the aforementioned flat-rate compensation or to calculate and claim compensation as damages.

**V. Cancellation by the Hotel**

1. If the hotel has granted the customer a right of cancellation free of charge, the hotel is entitled to withdraw from the contract within the same period if there are enquiries from other customers regarding the contractually booked event period and the premises and the customer does not waive the right of cancellation within 5 days upon enquiry by the hotel.

2. If the advance payment in accordance with Clause III paragraph 3 is not made by the customer even after a deadline set by the hotel has expired, the hotel is entitled to withdraw from the contract. In this case, the hotel is entitled to charge the agreed cancellation fees (Clause IV) and to claim them from the customer. Alternatively, the hotel reserves the right to claim damages.

3. The hotel is further entitled to withdraw from the contract if

- force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract; in this case, the hotel is obliged to inform the customer immediately of the unavailability of the service and to reimburse any payments made by the customer without delay;
- services of the hotel were booked with misleading or false information regarding important facts, e.g. the customer or the purpose, and the customer does not correct the misleading or false information within a reasonable period of time;
- the hotel has justified cause to believe that the use of the hotel's services may jeopardise the smooth operation of the hotel, its security or public reputation, without this being attributable to the hotel's sphere of control or organisation;
- the customer has filed an application for the opening of insolvency proceedings against his assets, has made an affidavit in accordance with Section 807 of the German Code of Civil Procedure (ZPO), has initiated out-of-court debt settlement proceedings or has suspended payments;
- insolvency proceedings are opened against the customer's assets or the opening of such proceedings is refused for lack of assets or other reasons;
- unauthorised subletting in accordance with Section VI. paragraph 1 has taken place.

4. Cancellation shall be exercised by means of a declaration by the hotel (at least in text form) to the customer.

5. A claim for damages by the customer is excluded in the aforementioned cases.

**VI. Exclusivity of the rooms | Condition of the rooms | Organisation of the event**

1. Only the booked event rooms are exclusively available to the customer. The following rooms are public areas (unless explicitly stated otherwise in the contract), which may be shared with other guests/events: Lobby, foyers, corridors, Kameha Dome, Kameha Dome Bar, Conference Bar, Stage Bar, Puregold Bar, Ludwigs, YUNICO, Zino Lounge, RheinAlm, Cube, outdoor area (especially terraces) and the SPA area. The hotel reserves the right to change booked rooms, provided that they basically meet the requirements and have an equivalent quality of equipment. The customer may not assert any claims arising from the provision of an alternative room.

The subletting or transfer of the rented premises to third parties is only permitted with the written consent of the hotel.

2. The bringing of food and beverages to events by the customer is in principle prohibited. Exceptions require prior written agreement with the hotel. In these cases, the hotel will set an amount to cover overheads (so-called "corkage fee").

3. A joint inspection shall take place before the booked event rooms are handed over to the customer. Any pre-existing damage and defects to the premises and the fixtures and fittings shall be recorded in a protocol. If the customer waives the inspection or the preparation of a protocol, he shall recognise the booked rooms as free of defects and in conformity with the contract. This does not apply to defects that could not have been recognised during an inspection. If the event or event participants cause damage to the building, furniture or furnishings of the hotel (e.g. carpeting, chairs, tables), the hotel shall document such damage (e.g. by taking photos) and subsequently invoice the organiser for the costs of replacement or repair (whichever is more economical). The customer shall be liable for any damage caused by the customer himself, his employees, vicarious agents, third parties commissioned by him or event participants and visitors. The hotel may require the customer to provide appropriate security (e.g. insurance, deposits, guarantees).

4. If, following an event, the rooms rented by the customer require additional special cleaning (e.g. shampooing of carpets, removal of confetti) due to heavy soiling, the hotel shall commission this accordingly and charge the customer subsequently. The hotel will provide suitable proof of the necessity (e.g. photos).

5. The customer shall be responsible for obtaining all necessary official authorisations and complying with legal requirements (e.g. BImSchG, LImSchG) and official requirements in connection with the preparation and implementation of the event at his own expense. The customer shall fully indemnify the hotel against these costs in the event of a claim. The same applies when organising music/dance events for registrations with GEMA and the costs incurred in this connection.

**VII. Technical Equipment, Connections, Objects brought in.**

1. If the hotel procures technical and other equipment from third parties for the customer at the customer's request, it shall act in the name of, on the authorisation of and for the account of the customer. The customer shall be liable for the careful handling and proper return and shall indemnify the hotel in the event of claims by third parties in connection with the provision of such technical or other equipment.

2. The use of the customer's own electrical equipment utilising the hotel's electricity network requires the hotel's prior written consent. Any malfunctions or damage to the hotel's technical equipment resulting from the use of such equipment shall be borne by the customer, unless the customer is not responsible for such malfunctions or damage.

3. Any exhibits or other items brought into the event rooms are at the customer's risk. The hotel's liability for loss, destruction or damage is governed by the provisions under VIII.

4. Any decoration material and other equipment brought in by the customer must comply with fire protection/legal requirements. The customer must provide proof of this at the hotel's request.

5. All items brought into the hotel must be removed by the customer immediately after the end of the event. If the customer fails to fulfil this obligation, the hotel is entitled to remove and/or store the items at the customer's expense.

If the customer leaves packaging materials/garbage in the hotel, the hotel is entitled to dispose of them at the customer's expense.

#### **VIII. Liability of the Hotel**

1. The hotel is liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it is liable for other damages which are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of typical contractual obligations of the hotel. Typical contractual obligations are those obligations which make the proper fulfilment of the contract possible in the first place and on the fulfilment of which the customer relies and may rely. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Further claims for damages are excluded, unless otherwise regulated in this Section VIII.

2. Should disruptions or defects in the hotel's services occur, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to remedy the disruption and minimise any possible damage. If the guest fails to notify the hotel of a defect, there shall be no entitlement to a reduction in the contractually agreed remuneration.

3. Claims against the hotel are generally subject to a limitation period of one year from the beginning of the regular limitation period of § 199 para. 1 BGB, which is dependent on knowledge. Claims for damages shall lapse five years from the time of the damaging event, irrespective of knowledge. The shortening of the limitation period shall not apply to claims based on an intentional or grossly negligent breach of duty by the hotel or its vicarious agents or injury to life, limb or health.

#### **IX. Final Terms**

1. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

2. If these Additional Terms and Conditions are translated into another language, this is for illustrative purposes only. In the event of questions of interpretation between the different language versions, only the German version shall prevail.

3. The exclusive place of jurisdiction - also for disputes relating to cheques and bills of exchange - in commercial transactions is the registered office of the hotel. If the customer fulfils the requirements of Section 38 (1) ZPO and has no general place of jurisdiction in Germany, the hotel's registered office shall be the place of jurisdiction.

4. The hotel does not participate in any consumer dispute resolution proceedings.

5. German law shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.