



## General Terms and Conditions of the Van der Valk Hotel Duesseldorf regarding the Hotel Accommodation Agreement and Events

### I. Scope

1. These Terms and Conditions shall apply to the rental of hotel rooms (Hotel Accommodation Agreement), related additional services and supplies provided to the Customer as well as to the temporary provision of meeting, conference, banquet and (other) event spaces (Event Agreement) by the Hotel for the purpose of holding events of any kind, such as meetings, conferences, seminars, exhibitions and presentations, family and other celebrations and other events, and all related additional supplies and services provided to the Customer, in particular the provision of catering by the Hotel.
2. Any deviating provisions, in particular the Customer's General Terms and Conditions of Business, shall not apply unless expressly accepted by the Hotel in writing.

### II. Conclusion of the contract

1. The hotel accommodation contract and the event contract shall each come into effect by means of a written order confirmation issued by the Hotel following the Customer's booking request. Room bookings can also be concluded by verbal confirmation; the Hotel is free to confirm the room booking in text form. When making a booking request, the reason and purpose of the event must be stated.
2. The contractual partners are the Hotel and the Customer. If a third party has made the booking on behalf of the Customer, the third party shall be liable to the Hotel as purchaser together with the Customer as joint debtor for all obligations arising from the contract, provided the Hotel is in possession of a corresponding declaration by the third party. Irrespective of this, purchasers are obliged to pass on all information relevant to the booking, in particular these General Terms and Conditions, to the Customer.
3. The Hotel may require the Customer and/or third party to make an appropriate advance payment and/or security deposit in the form of a credit card guarantee or down payment, also as insurance against possible damages, when the contract is concluded. The amount of the advance payment and the dates of payment shall be agreed in writing in the contract.
4. The subletting or re-letting of the rooms, areas and other rooms provided and/or their use for purposes other than those stated in the confirmation of the order, in particular photography sessions and film recordings, require the prior written consent of the Hotel.  
Culpable improper use without the necessary consent constitutes a breach of contract, which entitles the Hotel to terminate the contract by extraordinary notice. Extraordinary termination shall result in the immediate withdrawal of the rooms, areas and other premises – with an obligation to pay outstanding remuneration. Furthermore, in the event of a serious culpable violation of the purpose of accommodation, the guest is obliged to pay a contractual penalty of up to €1000.

### III. Services, prices, payment

1. The Hotel is obliged to provide the services ordered and promised by the Customer in accordance with these General Terms and Conditions.
2. The Customer is obligated to pay the Hotel's applicable or agreed prices for the services promised and the services used by the Customer. This shall also apply to services and expenses incurred by the Hotel towards third parties arranged by the Customer or the ordering party, in particular to claims made by copyright collection societies. In addition, the Customer and the orderer are liable for the payment of all services ordered by the event participants, in particular food and beverages and other costs initiated by the event participants.
3. The agreed prices include the statutory value added tax applicable at the time of performance. If the rate of value-added tax increases on the date of performance of the service, the Hotel shall be entitled to subsequently charge the increase in value-added tax; a statutory reduction in value-added tax shall not result in a price reduction. All rates are excluding additional legal culture fees (so called "bed tax" etc.). If the period between conclusion and fulfilment of the contract exceeds six months, and if the price generally charged by the hotel for such services increases, the hotel may raise the contractually agreed price appropriately, but not by more than a maximum of 5%.
4. The Hotel may also change the prices if
  - a) in the case of a hotel accommodation contract, the Customer subsequently requests changes in the number of booked rooms, the services provided by the Van der Valk Hotel Duesseldorf or the length of stay and the Hotel agrees to this;
  - b) in the case of an event contract, the Customer subsequently requests changes to the size and/or number of the booked areas and rooms, the number of event participants, the services provided by the Hotel and/or the duration of the event and the Hotel agrees to such changes. If no event duration has been agreed, the

Hotel may charge additional expenses, in particular for personnel, for events that extend beyond 11 p.m.

5. Hotel invoices without a due date are payable without deduction within 14 days of receipt of the invoice. The Hotel can demand immediate payment of due claims from the Customer at any time. In the event of late payment, the Hotel is entitled to charge consumers interest on arrears at a rate of 5% above the base rate. In business transactions, the default interest rate is 8% above the base rate. The Hotel reserves the right to claim higher damages. The Hotel may charge a reminder fee of €5 for each reminder after the occurrence of default, and from the 3rd reminder onwards a reminder in the amount of €15. All other costs incurred in the course of collection shall be borne by the Customer.

6. The Customer may only offset or reduce a claim against a claim made by the Hotel or exercise a right of retention if the claim is undisputed or has been finally determined by a court of law.

In justified cases, e.g. payment arrears on the part of the Customer or expansion of the scope of the contract, the Hotel is entitled, even after conclusion of the contract and up to the start of the event, to demand an advance payment or security deposit as defined in the above No. 4 or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.

7. If, after signing the contract, circumstances become known which, in the opinion of the Hotel, make the Customer's creditworthiness appear doubtful, the Hotel is entitled to withdraw from the contract or to provide the agreed services only against advance payment or the provision of security.

8. For accommodation the Hotel grants a commission of 10 % on the net room rate without breakfast including the value-added tax at the statutory rate applicable at the time of performance. The Hotel does not grant any commission on F&B cost, no show fees and cancellation fees.

For Events the Hotel grants a commission of 8% on conference packages and overnight stays without breakfast including the value-added tax at the statutory rate applicable at the time of performance. The Hotel does not grant any commission on no show fees and cancellation fees.

### For event contracts, the following also applies:

#### **Technical equipment and connections**

8. Insofar as the Hotel procures technical and other equipment from third parties for the Customer at the Customer's instigation, it acts in the name, on behalf of and on the account of the Customer. The Customer is liable for the careful treatment and proper return of said equipment. The Customer shall indemnify the Hotel from all claims of third parties arising from the provision of these facilities.

9. The use of the Customer's own electrical equipment using the Hotel's power supply system requires the Hotel's written consent. Any malfunctions or damage to the Hotel's technical equipment caused by the use of such equipment shall be borne by the Customer, insofar as the Hotel is not responsible for such malfunctions or damage. The Hotel may record such usage and charge a flat rate for the electricity costs incurred.

10. The Customer is entitled, with the Hotel's consent, to use their own telephone, fax and data transmission facilities. The Hotel may charge a connection fee for this.

11. If suitable Hotel facilities remain unused due to the connection of the Customer's own equipment, a cancellation fee may be charged.

12. Faults in technical or other equipment provided by the Hotel shall be remedied immediately if possible. Payments may not be withheld or reduced if the Hotel is not responsible for these faults.

#### **Changes in the number of participants and the time of the event**

13. An increase of more than 5% in the number of participants booked must be notified to the Hotel no later than ten working days before the start of the event; this requires the Hotel's written consent. Discrepancies going beyond this will be charged to the Customer.

14. A reduction in the number of participants by the Customer of a maximum of 10%, which is notified at least 10 working days prior to the start of the event, shall be acknowledged by the Hotel in the invoice. In the event of discrepancies beyond this, the originally agreed number of participants minus 10% will be taken as a basis. The Customer has the right to reduce the agreed price by the expenses saved due to the lower number of participants. The savings of the Customer through the granted tolerance of 10% are to be taken into account.

15. In the event of an upward deviation, the actual number of participants will be charged. If the number of participants is exceeded by more than 5%, it is possible that the desired menu can no longer be served unless the Hotel has agreed to the change.

16. If the number of participants varies by more than 10%, the hotel is entitled to adjust the agreed prices and to exchange the confirmed rooms, unless this is unreasonable for the Customer.

17. If the agreed start or end times of the event are postponed and if the Hotel agrees to such postponements, the Hotel may reasonably charge for the additional services rendered, unless the Hotel is at fault. If the agreed end times of the events are postponed and the Hotel has to accommodate guests in another Hotel due to the delayed clearance of the room(s), the Customer shall bear all costs incurred in this connection. Further claims for damages by the Hotel remain unaffected by this.

#### **IV. Withdrawal by the Customer/non-use of the services provided by the Van der Valk Hotel Duesseldorf**

1. The Customer may only withdraw from the contract with the Hotel if a right of withdrawal has been expressly agreed in the contract, a statutory right of withdrawal exists; or if the Hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible consent to a cancellation of the contract should be made in text form. This shall not apply in the event of a breach of the Hotel's obligation to take account of the Customer's rights, legal assets and interests if the Customer can no longer be reasonably expected to adhere to the contract as a result or if the Customer has any other statutory or contractual right of withdrawal.

2. If a date has been agreed for exercising the right of withdrawal free of charge, the Customer may withdraw from the contract up to that date without incurring fees or compensation claims from the Hotel.

The Customer's right of withdrawal expires if it is not exercised in writing to the Hotel by the agreed date.

3. If a right of withdrawal has not been agreed or has already expired, there is also no statutory right of withdrawal, and if the Hotel does not agree to a cancellation of the contract, the Hotel retains the right to the agreed remuneration despite the service not being used. The Hotel shall credit the income from renting the rooms to other parties as well as the saved expenses. If the rooms are not rented out to others, the Hotel may demand the contractually agreed remuneration and make a lump-sum deduction for saved expenses. In this case, the Customer is obliged to pay at least 90% of the contractual price including VAT for overnight stays with or without breakfast as well as for package arrangements with external services, 70% for half-board and 60% for full-board arrangements including VAT. The Customer is free to prove that the aforementioned claim did not arise or did not arise in the amount demanded.

#### **For event contracts, the following also applies:**

4. If the right to free withdrawal has not been agreed or has already expired, there is also no statutory right to free withdrawal and if the Hotel does not agree to a free cancellation of the contract, the space and room costs expressly stated in the contract and services arranged with third parties shall be paid even if the contractual services are not used.

5. If the Customer withdraws after signing the contract or after expiry of the contractually agreed cancellation date free of charge, the Hotel is entitled to charge 35% of the lost food/drink revenue in addition to the agreed room rent and the costs for the services of third parties. If the Customer withdraws 21 days or less before the event date, the Hotel is entitled to charge 70% of the lost food/drink revenue in addition to the agreed room rent and the costs for the services of third parties.

6. The food turnover is calculated according to the formula: agreed menu price plus drinks x number of participants. If no price has been agreed for the menu, the cheapest 3-course menu of the respective valid event offer will be used as a basis. Drinks are charged at one third of the menu price.

7. If a conference flat rate per participant has been agreed, the hotel is entitled to charge 60% of the conference flat rate x agreed number of participants in the event of cancellation after signing the contract or after expiry of the contractually agreed cost-free cancellation date prior to the event date, 60% in the event of cancellation from 21 days prior to the event date or 100% of the conference flat rate for cancellation at short notice. Individual services such as group rooms, food, drinks, etc. that are booked in addition to this will be charged in accordance with item IV, paragraph 5.

8. The deduction of saved expenses is taken into account by nos. 5 to 7 above. The Customer is free to prove that the above-mentioned claim did not arise or did not arise in the amount demanded.

9. In the event of the cancellation of an event, item III, paragraph 14 shall not apply and the number of persons agreed in the contract shall be used as the basis for calculating the cancellation invoice.

10. Cancellation fees are calculated on the basis of the agreed gross prices.

#### **V. Withdrawal by Van der Valk Hotel Duesseldorf**

1. Insofar as the Customer has been granted a cost-free right of withdrawal in accordance with item IV, paragraph 3, the Hotel is also entitled to withdraw from the contract within the agreed period if there are inquiries from other Customers regarding the rooms, areas/rooms booked and the Customer does not finally confirm the booking within a reasonable period of time upon inquiry by the Hotel. This also applies accordingly when an option is granted, if other requests have been made and the Customer is not prepared to make a firm booking within a period of time specified by the Hotel and upon request by the Hotel. In this case, a fixed booking means that a hotel accommodation contract is

concluded from this day onwards and the originally agreed free cancellation period is rescinded.

2. If an advance payment or security deposit agreed in accordance with item II, paragraph 3 is not made within a reasonable period of time set for this purpose, the Hotel is also entitled to withdraw from the contract.

3. Furthermore, the Hotel is entitled to rescind the contract for good cause, in particular if

- force majeure or other circumstances beyond the Hotel's control make performance of the contract impossible;
  - rooms, areas/rooms are booked under misleading or false indication of material facts, e.g. the actual customer or the purpose of the customer's stay;
  - the hotel has reasonable cause to believe that the use of the Hotel's services may jeopardize the smooth operation, safety or public reputation of the Hotel, without this being attributable to the Hotel's sphere of control or organisation;
  - unauthorised subletting or re-letting pursuant to item II, paragraph 4;
  - a case governed by item VI, paragraph 3;
  - the Hotel's obligations under item VII, paragraph 3 have not been or are not properly fulfilled or the fulfilment has not been proven or not been properly proven to the hotel;
  - the Hotel becomes aware that the Customer's financial circumstances have deteriorated substantially following conclusion of the contract, in particular if the customer fails to settle due claims made by the Hotel or fails to provide sufficient security and therefore payment claims of the Hotel appear to be at risk;
  - the customer has filed a petition for bankruptcy with respect to their assets, made an affidavit in lieu of an oath pursuant to § 807 of the German Code of Civil Procedure (Zivilprozessordnung), instituted extrajudicial proceedings serving to settle debts or suspended payments;
  - bankruptcy proceedings have been instituted with respect to the Customer's assets or the institution of such proceedings has been refused for lack of assets or for other reasons. If, in the event of withdrawal in accordance with numbers 2 or 3 above, the Hotel has a claim for damages against the Customer, the Hotel may make a lump-sum claim. Item IV, nos. 5 to 10 shall apply accordingly.
4. The Hotel must inform the Customer immediately in writing of the exercise of the right of withdrawal.
5. In the aforementioned cases of withdrawal, the Customer shall not be entitled to claim damages.

#### **VI. Arrival and departure**

1. The Customer does not acquire any claim to the provision of specific banquet rooms/accommodation. If these are promised in the confirmations and/or contracts but are not available, the Hotel is obliged to endeavour to find an equivalent replacement in-house or at other, comparable properties.
2. Booked hotel rooms are available to the Customer from 2 p.m. on the agreed day of arrival. The Customer has no right to earlier provision.
3. Unless a later arrival time has been expressly agreed or the room in question has been prepaid, the Hotel has the right to assign booked rooms to other guests after 6 p.m. without the Customer being able to derive any claim against the Hotel from this. Claims of the Hotel under item IV remain unaffected by this provision.
4. On the agreed day of departure, the rooms must be vacated and made available to the Hotel no later than 12 noon. Thereafter, the Hotel may charge 50% of the full accommodation price (list price) for the room's use beyond the scope of the contract until 6 p.m. and 100% from 6 p.m. onwards. No contractual claims on the part of the customer are constituted by this. The Customer is free to prove that the Hotel has no claim or a significantly lower claim to a usage fee.

#### **VII. Obligations/liability of the Customer**

1. Any exhibition or other, even personal, items brought along by the contractual partner are used/left in the event areas or in the Hotel at the risk of the contractual partner. The Hotel assumes no liability for loss, destruction or damage, except in cases of gross negligence or intent on the part of the Hotel, nor for financial losses. The Hotel shall be liable for objects brought in by the Customer in accordance with the provisions of the German Civil Code (BGB) up to a maximum of €3,500 (§ 702 BGB). Liability is excluded if rooms, conference rooms or containers in which the guest leaves objects are left unlocked. According to the German Civil Code (BGB), liability for money and valuables stored in the Hotel's safe is limited to the amount of €800 (§ 702 BGB). Otherwise, the provisions of §§ 701 et seq. of the German Civil Code shall apply in particular. Excluded from this are damages caused by injury to life, body or health. Furthermore, all cases in which safekeeping is a typical contractual obligation in the individual circumstances are excluded from this exemption from liability. Apart from the cases mentioned in sentence 4, a safekeeping agreement requires express agreement. Any necessary insurance of exhibition items brought along is the responsibility of the Customer.
2. The affixing of decorative materials or the like and the use of areas in the Hotel outside the rented rooms, areas/rooms, e.g. for exhibition purposes, require the written consent of the Hotel and may be made dependent on the payment of additional remuneration. These and other items brought in by the Customer must comply with the local fire regulations and other regulatory provisions. Due to possible damage, the installation and attachment of objects must be agreed with the Hotel in advance. If these are not collected immediately, but at the latest within 24 hours of the end of the event, they will be stored at the Hotel, for which the Customer shall owe a reasonable compensation, at least equal to the rental costs for the space used.

Packaging material refuse (cardboard boxes, crates, plastic, etc.) produced in connection with the delivery of the event by the Customer or third parties must be disposed of by the Customer before or after the event. If the Customer leaves packaging material at the Hotel, the Hotel is entitled to dispose of it at the Customer's expense.

3. The Customer must obtain the necessary official permits, conditions and approvals for an event in good time and at their own expense. The Customer is responsible for compliance with these permits and other public law requirements and other regulations. In connection with the event, compliance with noise protection laws and provisions regarding the protection of minors is compulsory. Any levies payable to third parties for the event, in particular GEMA royalties, entertainment tax, etc., shall be paid directly to the creditor.

4. The Customer may not bring food and beverages to events. In special cases (e.g. national specialities) a written agreement can be made about this; at the least, a service fee or corkage will be charged. In the event of a violation of this provision, the Hotel is entitled to demand a lump-sum compensation amount per participant for the loss incurred corresponding to the amount which would have accrued to the Hotel for the provision of the service. The Hotel does not accept any liability for damage to health caused by the consumption of food and beverages brought in from outside.

5. The Customer undertakes to inform the Hotel immediately and without being asked, but no later than upon conclusion of the contract, that the provision of services and/or the event, whether political, religious or otherwise, is likely to jeopardize the smooth operation of the business, safety or public reputation of the Hotel. Publications of any kind in which reference is made to the event location shall be sent to the Hotel in good time in advance for its information. They require the approval of the Hotel. If the Customer violates this duty of disclosure or if publication takes place without such consent, the Hotel has the right to cancel the event. In this case, the provisions of item IV of the General Terms and Conditions (withdrawal by the Customer, cancellation) shall apply accordingly.

6. The Customer and the purchaser are liable for all damage to buildings or inventory caused by event participants, event visitors, employees or other sub-contracted third parties or the Customer himself or his legal representatives.

7. Pets may only be brought along with the prior consent of the Hotel and, if applicable, at a charge.

#### **VIII. Liability of the Hotel, limitation period**

1. Should disruptions or defects occur in the Hotel's services, the Hotel will endeavour to remedy them following the Customer's immediate notification. The Customer is obliged to take all reasonable measures to remedy the fault and to keep possible damage to a minimum. In all other respects, the Customer is obliged to inform the Hotel in good time of the possibility of exceptionally high damages. If the Customer culpably fails to notify the Hotel of a defect, a claim to a reduction of the contractually agreed remuneration shall not arise.

2. The Hotel shall be liable for fulfilling its obligations under the contract with the diligence of a prudent businessman. Claims made by the Customer for damages are excluded. Excluded from this are damages resulting from injury to life, body or health if the Hotel is responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of duty by the Hotel and damages based on an intentional or negligent breach of duties typical of the contract by the Hotel. A breach of duty on the part of the Hotel is equivalent to that of a legal representative or vicarious agent.

3. All claims against the Hotel are generally subject to a limitation period of one year from the statutory start of the limitation period. Claims for damages shall lapse after five years, irrespective of knowledge. The shortening of the statute of limitations shall not apply to claims based on an intentional or grossly negligent breach of duty by the Hotel. The Hotel shall only be liable for other damages caused by slight negligence if these are due to the breach of an essential contractual obligation or a cardinal obligation in a way that endangers the purpose of the contract. In these cases, liability is limited to the foreseeable damage typical for the contract.

4. The Hotel shall be liable to the Customer for items brought in by the Customer in accordance with the statutory provisions, i.e. up to one hundred times the accommodation price, but not exceeding €3,500. For valuables (cash, jewellery, etc.), this liability is limited to €800. Money and valuables stored in the Hotel safe are insured according to the insured sum of the Hotel. The Hotel recommends making use of this option. The liability claims expire if the Customer does not notify the Hotel immediately after becoming aware of loss, destruction or damage. Liability shall only exist if the rooms or containers in which the objects have been left were kept locked.

5. Insofar as the Customer is provided with a parking space in the Hotel garage or a Hotel parking lot, even when this is subject to a fee, this does not constitute a safekeeping agreement. There is no obligation of the Hotel to supervise. The Hotel is not liable for loss of or damage to motor vehicles parked or manoeuvred on the Hotel's property and their contents, unless the Hotel, its legal representatives or its vicarious agents are guilty of intent or gross negligence. In this case, the damage must be claimed from the Hotel upon leaving the Hotel premises and no later.

6. Wake-up orders are carried out by the Hotel with the utmost care. Claims for damages, except for gross negligence or intent, are excluded.

7. Messages, postal correspondence and consignments of goods for Customers and/or participants of the event will be treated with care. The Hotel will take care of delivery, storage and – if desired – forwarding of the same for a fee.

Claims for damages, except for gross negligence or intent, are excluded.

8. Any items left behind by the Customer will only be forwarded at the request, risk and cost of the Customer. The Hotel will keep the items for three months. After that, if there is a recognisable value, they will be handed over to the local lost property office. Insofar as there is no recognizable value, the Hotel reserves the right to destroy the goods after expiry of this deadline.

#### **IX. Final provisions**

1. Amendments or supplements to the contract, the acceptance of applications or these terms and conditions for Hotel accommodation or events should be made in writing. Unilateral changes or additions by the Customer are not valid.

2. The place of performance and payment for all mutual obligations is the registered office of the Hotel.

3. The exclusive place of jurisdiction – also for disputes concerning cheques and bills of exchange – in commercial transactions is the Hotel's registered office under company law. Insofar as a contractual partner fulfils the requirements of item 38, paragraph 2 ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the Hotel's registered office under company law.

4. The laws of the Federal Republic of Germany apply. The application of UN sales law and the conflict of laws is excluded.

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

**As at: September 2022**