

**GENERAL TERMS AND CONDITIONS FOR EVENTS  
AT THE HOTEL ALTE WERFT GMBH & CO. KG (AS OF OCTOBER 2021)**

**I. Scope of application**

1. These terms and conditions apply to contracts for the rental of conference, banquet and event rooms of the Hotel Alte Werft GmbH & Co. KG for the execution of events such as banquets, seminars, conferences, etc. as well as for all related other services and deliveries (hereinafter uniformly referred to as "services") of the hotel.
2. The subletting or subletting of the rooms, areas or showcases provided as well as the invitation to job interviews, sales or similar events require the prior consent of the hotel in text form, whereby the right to terminate in accordance with § 540 paragraph 1 sentence 2 BGB is waived.
3. General terms and conditions of the customer shall only apply if this has been expressly agreed in writing in advance.
4. Customers within the meaning of these terms and conditions are both consumers and entrepreneurs within the meaning of §§ 13, 14 BGB.

**II. Conclusion of contract, partners; Liability, Statute of Limitations**

1. The contract is concluded by the acceptance of the customer's request by the hotel. If the hotel makes a binding offer to the customer, the contract is concluded by the acceptance of the hotel offer by the customer. In both cases, the hotel is free to confirm the contractual agreement in text form.
2. The contractual partners are the hotel and the customer. If the customer/orderer is not the organizer himself or if a commercial intermediary or organizer is engaged by the organizer, the organizer is jointly and severally liable with the customer for all obligations arising from the contract, provided that the hotel has a corresponding declaration from the customer or the organizer.
3. In the event of damage caused, the hotel and/or its operator shall be liable in the event of intent and gross negligence – including on the part of its vicarious agents – in accordance with the statutory provisions. The same applies to negligently caused damages resulting from injury to life, body or health. In the event of negligently caused property damage and financial losses, the hotel and/or its operator and its vicarious agents shall only be liable in the event of a breach of an essential contractual obligation, but limited in amount to the foreseeable and contractually typical damages at the time of conclusion of the contract; Essential contractual obligations are those whose fulfilment characterises the contract and on which the customer may rely. Should disturbances or defects occur in the services of the hotel, the hotel will endeavour to remedy the situation upon knowledge or upon immediate complaint by the customer. The customer is obliged to contribute what is reasonable to him in order to remedy the disruption and to keep possible damage to a minimum, as well as to inform the hotel immediately of any disturbances or damages.
4. All claims of the customer or the third party against the hotel shall become statute-barred one year after the beginning of the knowledge-dependent regular limitation period within the meaning of § 199 (1) BGB. However, claims for damages against the hotel shall become statute-barred at the latest in 3 years, regardless of knowledge, at the latest in 10 years from the breach of duty. These limitation reductions do not apply:
  - in the case of claims based on causation by intent or gross negligence on the part of the hotel – including its vicarious agents.
  - in the case of negligently caused damage resulting from injury to life, body or health.In the case of negligently caused property damage and financial losses, the shortened limitation periods do not apply in the event of a breach of a material contractual obligation. Essential contractual obligations are those whose fulfilment characterises the contract and on which the customer may rely.

**III. Services, prices, payments, set-off**

1. The hotel is obliged to provide the services ordered by the customer and promised by the hotel.
2. The customer is obliged to pay the agreed or applicable prices of the hotel for these and other services used. This also applies to services and expenses of the hotel to third parties initiated by him, in particular also to claims of copyright collecting societies.
3. If a minimum turnover has been agreed and this is not achieved, the hotel may demand 60% of the difference as lost profit, unless the customer proves a lower or the hotel a higher damage.
4. The agreed prices include the taxes applicable at the time of conclusion of the contract. In the event of changes to the statutory value added tax or the introduction, modification or abolition of local taxes on the object of performance after conclusion of the contract, the prices will be adjusted accordingly. In the case of contracts with consumers, this only applies if the period between conclusion of the contract and fulfilment of the contract exceeds four months.
5. Invoices of the hotel without a due date are payable without deduction within 10 calendar days of receipt of the invoice. The hotel is entitled to make accrued claims due at any time and to demand immediate payment. In the event of default in payment, the statutory provisions shall apply.
6. The hotel is entitled to demand a reasonable advance payment at any time. The amount of the advance payment and the payment dates can be agreed in the contract in text form. In the event of default in payment, the statutory provisions shall apply.
7. In justified cases, for example arrears of payment by the customer or extension of the scope of the contract, the hotel is entitled to make an advance payment or security within the meaning of Section III, No. 6 or to demand an increase in the advance payment or security provided in the contract up to the full agreed remuneration.
8. The customer can only offset or offset against a claim of the hotel against an undisputed or legally binding claim.
9. The customer agrees that the invoice can be sent to him electronically.

**IV. Withdrawal of the customer (cancellation), /non-use of the services of the hotel (no show)**

1. A free unilateral solution of the customer from the contract concluded with the hotel is only possible if a right to withdraw from the contract free of charge has been expressly agreed in the contract or if there is a legal right to a free solution.
2. If an appointment for free withdrawal from the contract has been agreed between the hotel and the customer, the customer may withdraw from the contract until then without triggering payment or compensation claims of the hotel. The customer's right of withdrawal expires if he does not exercise this in text form vis-à-vis the hotel by the agreed date.

3. Is a right of withdrawal in accordance with Section IV, No. 1 not agreed or already expired and if there is no legal right to free of charge from the contract, the hotel retains the right to the agreed remuneration in accordance with Sections III No. 3, Para. IV, No. 4, 5 and 6 despite non-use of the service. The hotel must offset the income from other rentals as well as the saved expenses. The expenses saved in each case can be flat-rate, in the case of individually stated rental prices in the amount of 10%, otherwise in accordance with Sections III No. 3, 4 No. 4, 5 and 6. The customer is free to prove that the claim has not arisen or has not arisen in the required amount. The hotel is free to prove that a higher claim has arisen.
4. If the customer only withdraws from the 60th day before the date of the event, the hotel is entitled, in addition to the agreed rental price (less any income or saved expenses in accordance with Section IV, No. 3 sentence 2) as well as the services provided in accordance with Section III No. 2 sentence 2 and/or an agreed minimum turnover in accordance with Section III No. 2, 3, to charge 35% of the lost consumption turnover, from the 30th day 60% and from the 10th day 85% of the consumption turnover. In the case of events lasting several days, the first day of the event is decisive for the calculation of the deadline. The customer is free to prove that the claim has not arisen or has not arisen in the required amount. The hotel is free to prove that a higher claim has arisen.
5. The calculation of the consumption turnover is based on the formula: Agreed menu price plus drinks x number of participants. If no price has yet been agreed for the menu, the cheapest 3-course menu of the respectively valid event offer will be used as a basis. Drinks are charged with one third of the menu price.
6. If a conference package has been agreed per participant, the hotel is entitled to charge 60% of the conference fee x agreed number of participants in the event of a withdrawal from the 60th day before the event date, 75% in the case of a withdrawal from the 30th day and 85% from the 10th day. In the case of events lasting several days, the first day of the event is decisive for the calculation of the deadline. The customer is free to prove that the claim has not arisen or has not arisen in the required amount. The hotel is free to prove that a higher claim has arisen.

**V. Withdrawal of the hotel**

1. If a free right of withdrawal of the customer has been agreed within a certain period in text form, the hotel is entitled to withdraw from the contract free of charge during this period if there are inquiries from other customers about the contractually booked event rooms and the customer does not waive his right to withdraw from the contract upon request of the hotel with a reasonable deadline. This shall apply mutatis mutandis if an option is granted if there are other requests and the customer is not prepared to make a fixed booking upon request of the hotel with a reasonable deadline.
2. If an agreed or in accordance with Section III, No. 6 and/or Section III No. 7 required advance payment even after expiry of a reasonable grace period set by the hotel, the hotel is also entitled to withdraw from the contract.
3. Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons, in particular if ...
  - force majeure or other circumstances for which the hotel is not responsible make the fulfilment of the contract impossible;
  - events or rooms are booked culpably under misleading or false information or concealment of essential facts (e.B. in the identity of the customer or the purpose);
  - the hotel has reasonable grounds to believe that the event may jeopardise the smooth running of the business, the security or the reputation of the hotel in public, without this being detrimental to the control or the hotel. the organisational area of the hotel is to be attributed;
  - there is a violation of I. Clause 2;
  - the purpose or occasion of the event is unlawful.
4. In the event of withdrawal in accordance with section V No. 2 or No. 3 if the hotel has a claim for damages against the customer, the hotel may make a lump sum for this. Sections IV Nos. 3 to No. 6 shall apply accordingly in this case.

**VI. Changes in the number of participants and the time of the event**

1. An increase in the number of participants by more than 5% must be communicated to the hotel no later than five working days before the start of the event; it requires the consent of the hotel, which is to be made in text form. Billing is based on the actual number of participants, but at least 95% of the agreed higher number of participants. If the actual number of participants is lower, the customer has the right to reduce the agreed price by the additional expenses saved by him due to the lower number of participants.
2. A reduction in the number of participants by more than 5% should be communicated to the hotel in good time, at the latest five working days before the start of the event. The billing is based on the actual number of participants, but at least 95% of the ultimately agreed number of participants. Section VI No. 1 sentence 3 shall apply accordingly.
3. If the number of participants is reduced by more than 10%, the hotel is entitled to exchange the confirmed rooms, taking into account any deviating room rent, unless this is unreasonable for the customer.
4. If the agreed start or end times of the event are postponed and the hotel agrees to these deviations, the hotel may charge the additional willingness to perform appropriately, unless the hotel is at fault.

**VII. Bringing food and drinks**

1. The customer is generally not allowed to bring food and drinks to events. Exceptions require a prior agreement in text form with the hotel. In such cases, a reasonable contribution to cover the overheads shall then be charged.

**VIII. Technical equipment, connections and other equipment**

1. Insofar as the hotel procures technical or other facilities/connections/equipment from third parties for the customer at the customer's instigation, it shall act in the name, in power of attorney and for the account of the customer. The customer is liable for the careful handling and the proper return. He indemnifies the hotel comprehensively from all claims of third parties arising from their provision.
2. The use of the customer's own electrical systems using the hotel's power grid requires the customer's prior consent in text form. Disturbances or damage to the technical facilities of the hotel occurring as a result of the use of these devices shall be borne by the

customer, insofar as the hotel is not responsible for them. The hotel may record and charge the electricity costs arising from the use as a lump sum.

3. With the prior consent of the hotel, the customer is entitled to use his own telephone, fax and data transmission facilities in text form. For this, the hotel may charge a reasonable connection fee.

4. If suitable facilities /equipment of the hotel remain unused due to the connection of the customer's own facilities, an appropriate cancellation fee may be charged in this respect.

5. Malfunctions in technical or other facilities provided by the hotel will be eliminated immediately if possible. Payments cannot be withheld or reduced if the hotel is not responsible for these disruptions.

6. The customer must obtain the official permits necessary for the event in good time at his own expense. It is responsible for compliance with public law requirements and other regulations.

7. The customer must handle the formalities and settlements required in the context of copyright-relevant processes (e.B music performance, film screening, streaming services) on his own responsibility with the responsible institutions (e.B. GEMA).

#### **IX. Loss or damage of items brought along**

1. Exhibit or other (including personal) items are at the customer's own risk in the event rooms or in the hotel. The customer is not granted any key power. The hotel assumes no liability for loss, destruction or damage, except in the case of gross negligence or intent on the part of the hotel. Excluded from this are damages resulting from injury to life, body or health. In addition, all cases in which custody is a typical contractual obligation (on which the customer may rely within the framework of the contract) due to the circumstances of the individual case are excluded from this exemption from liability.

2. Decoration material brought along must fully comply with the fire protection requirements. The hotel is entitled to demand official proof of this in advance. If such proof is not provided in time, the hotel is entitled to remove material already brought in at the expense of the customer. Due to possible damage, the installation and attachment of objects must be agreed in advance with the hotel in detail.

3. Exhibition or other objects brought along must be removed immediately after the end of the event. If the customer fails to do so, the hotel may carry out the removal and storage at the expense of the customer. If the items remain in the event room in a manner contrary to the contract, the hotel may charge an appropriate compensation for use for the duration of their stay. The customer is free to prove that the above-mentioned claim has not arisen or has not arisen in the amount asserted. In addition, the hotel reserves the right to prove and assert higher damages.

#### **X. Liability of the customer for damages**

1. The customer is liable for all damage to the building or the hotel caused by event participants or visitors, employees, other third parties from his area or himself. Insofar as the customer is an entrepreneur, he is liable regardless of proof of fault by the hotel; a consumer is only liable in the event of fault.

2. The hotel may at any time require the customer to provide adequate security (e.B. insurance, deposits, guarantees, credit card guarantees, etc.).

#### **XI. Notice to consumers on the EU Consumer Arbitration Board**

In accordance with the legal obligation, the hotel points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr)

#### **XII. Arbitration**

Hotel Alte Werft GmbH & Co. KG does not participate in alternative dispute resolution proceedings before a general consumer arbitration board.

#### **XIII. Final provisions**

1. Changes or additions to the contract, the acceptance of the application or these General Terms and Conditions shall be made in text form. Unilateral changes or additions by the customer are ineffective.

2. The place of performance and payment as well as the exclusive place of jurisdiction – also for cheque and bill of exchange disputes – in commercial transactions is the location of the hotel – in this case Papenburg.

3. If a contractual partner fulfils the requirement of § 38 paragraph 2 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 shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions is excluded.

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

**Status: October 2021**