

**GENERAL TERMS AND CONDITIONS FOR EVENTS**  
Ramada Hotel Frankfurt City Centre & Financial District, as at Jan/01/2015

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**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, meetings etc., as well as all other services and goods connected therewith provided by the hotel (hereinafter "the hotel").

**Headquarter**

Millennium Hotel Company GmbH  
Rossertstraße, 4  
61449 Steinbach/ Ts.

Ramada Hotel Frankfurt City Centre & Financial District  
Weserstrasse, 17-19  
60329 Frankfurt am Main

2. Deviating terms, also to the extent included in the General Terms and Conditions of the Customer, shall not apply unless expressly approved by the Hotel in writing.

**II. CONCLUSION OF THE CONTRACT, LIABILITY, LIMITATION**

**Conclusion of the Contract**

1. In principle, the relevant contract comes into existence following a verbal or written request by the Customer and on acceptance by the Hotel. The Hotel shall be free to accept the request in writing, verbally, in text form (email, fax) or de facto by providing the service.

2. Contractual partners are the Hotel and the Customer. If a third party has made the reservation on behalf of the Customer, this party shall be liable vis-à-vis the Hotel jointly and severally with the Customer for all obligations resulting from the Contract if the Hotel is in possession of a corresponding declaration given by the third party. Independent there from, any Ordering Party is obliged to pass on all booking related information to the Customer, in particular the present General Terms and Conditions.

3. 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.

4. Bookings can only be done by contractually capable people.

**Liability**

5. 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.

**Limitation**

6. All claims against the Hotel prescribe fundamentally in one year from the beginning of the regular prescription period of § 199 Para. 1 BGB [German Civil Code] dependent on knowledge. Claims for compensation for damages prescribe irrespective of knowledge in five years from the time of the damaging event. The prescription period is not shortened in the case of claims based on an intentional or grossly negligent breach of obligation by the Hotel or its persons assisting in the performance of obligations, or injury to life, body or health.

7. Adherence to the most up-to-date version of the House Rules is stipulated in this contract. These can be requested at the hotel.

**III. SERVICES, PRICES, PAYMENT, SETT-OFF**

1. The hotel is obliged to render the services ordered by the customer and agreed upon by the hotel according to the present General Terms and Conditions.

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.

3. The prices agreed include the applicable statutory Value Added Tax (VAT).

3.1. Changes, increase or decrease or deletion of Value Added Tax (VAT) or local bed tax or equivalent shall be effected in accordance with the then applicable determination. This is subject to consumption type and the date of closure of the contract.

4. The Hotel is entitled to request, on the conclusion of the Contract or later, an advance payment or security deposit in the form of a credit card guarantee. The amount of the advance payment and its due date may be agreed upon in the Contract, in writing.

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5. In reasonable cases, e.g. if the Customer is in arrears with the Hotel's payments or extension of the contract scope, the Hotel is entitled to request an advance payment or security deposit respectively the increase of the contractual advance payment or security deposit up to the full agreed payment, also after the conclusion of the Contract.

6. If the Customer uses a credit card to pay for products for which the Hotel requires payment in advance (e.g. guaranteed bookings or standard orders requiring advance payment) without physically presenting the card (e.g. on the phone or internet), the Hotel shall not grant the Customer the right to cancel said charges with the credit card company.

7. For group bookings of more than 5 rooms and/or events, a deposit in the amount of 20 per cent of the total booking price is due four weeks after receipt of booking confirmation unless otherwise arranged beforehand.

The remaining amount is due four weeks before arrival, without any payment reminder on the part of the Hotel, unless otherwise arranged beforehand. In case of group and/or event bookings made on short notice within four weeks of arrival or event date, the bill must be paid in full immediately upon receipt of booking confirmation. The deposit can be made either through credit card payment or bank transfer.

8. Hotel invoices not showing a due date are due and payable immediately upon receipt. The Customer shall be in default at the latest upon failure to pay within 14 days after the receipt of an invoice. 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 is entitled to charge consumers interests in the amount of 5 per cent above the base rate. For business transactions, the default interest rate is 8 per cent above the base rate. The Hotel reserves the right to prove a higher damage. For each dunning letter sent after default occurs, the Hotel may charge a reminder fee of 5.00 EUR.

9. The Customer shall be entitled to a set-off or a reduction respectively to exercise the right of retention as against a claim of the Hotel with only undisputed or unappeasable legally binding claims.

**IV. REVOCATION BY THE CUSTOMER (CANCELLATION) / FAILURE TO USE HOTEL SERVICES**

1. To the extent that the hotel and customer agreed in writing upon a date for a cost-free cancellation of the contract (i.e. option date cancellation deadline), 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.

2. For events any cancellations are permitted free of charge up to 6 weeks (42 days) before the expected day of the event. For cancellations made after this deadline, the following cancellation fees apply; these fees also apply for bookings made within this term:

- a) 30 per cent of the agreed-upon room rent will be due for written cancellations or reductions made 42 to 29 days before expected arrival
- b) 50 per cent of the agreed-upon room rent will be due for written cancellations or reductions made 28 to 15 days before expected arrival
- c) 90 per cent of the agreed-upon room rent will be due for written cancellations or reductions made 14 or less days before expected arrival

3. If the customer – with or without justification – cancels between the sixth and fourth week (42 to 29 days) prior to the date of the event, the hotel shall be entitled to charge – in addition to the agreed room rent – 30% of lost food sales and 70% of food sales for any later cancellation.

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 sixth and fourth week (42 and 29 days) prior to the date of the event, 60% of the seminar flat rate times the agreed number of participants, and 90% for any later cancellation.

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.

7. 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. 7 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.

**V. REVOCATION 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 shall be entitled to extraordinary revocation of the Contract for good cause, in particular, if

- a) force majeure or other circumstances which do not fall under the scope of responsibility of the Hotel make it impossible to perform the Contract;
- b) misleading or incorrect statements of material facts have been used in booking rooms, for example, with respect to disclosing information about the person of the Customer, or the purpose of the stay (i.e. business, leisure, cultural, political or exhibition);
- c) the Hotel has justified reason to assume that in case the Customer makes use of the Hotel's services the smooth business operations, safety, or reputation of the Hotel in the public may be impeded, without such matters being attributable to the Hotel's power of control or organization;

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- d) There is a breach of Item I. No. 2 above.
- e) the Hotel has gained knowledge that the financial situation of the Customer has considerably worsened after conclusion of contract, in particular if the Customer does not pay for due claims of the Hotel or does not provide sufficient security and as a result payment claims of the Hotel appear to be endangered;
- f) the Customer has filed an application for the opening of insolvency proceedings, made an affidavit according to Sec. 807 of the German Code of Civil Procedure, initiated extra-judicial proceedings for the settlement of debts or suspended its payments;
- g) insolvency proceedings are opened on the assets of the Customer or the opening of the same is rejected for lack of assets or any other reasons.

The Hotel is obliged to inform the Customer of the exercising of the revocation right in writing without delay.

4. In the above cases of revocation the Customer is not entitled to compensation for damage.

**VI. CHANGES IN NUMBER OF PARTICIPANTS AND TIME OF EVENT**

1. To facilitate due preparation by the Hotel, the Customer must notify the Hotel of the final number of participants no later than three business days prior to arrival. Insofar as the Customer thereby notifies a higher number of participants than agreed, such higher number of participants shall only be included in the contract if the Hotel agrees to this in writing.

- If the Hotel does not agree in writing, the Customer shall not be entitled to conduct the booking with a higher number of participants.
- If the Hotel does agree, the charges shall be based on the new agreement (where applicable with additional expenses). The Customer shall have no right to consent by the Hotel. The charges shall be based on the contractual agreements irrespective of the number of participants notified to the Hotel.

2. 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.

3. 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.

4. In case of an upward change, the charges will be based on the actual number of participants.

5. 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.

6. Reserved rooms shall be available to the Customer only within the period of time agreed in writing; use beyond those times requires the written permission of the Hotel, which will in principle only be granted on payment of additional charges. The Hotel reserves the right to make room changes insofar as these are reasonable for the Customer taking the Hotel's interests into consideration.

7. If the event's agreed starting or ending times change and the hotel agrees to such deviations, the Hotel shall be entitled to invoice the Customer for all additional costs thereby incurred, unless the hotel is at fault.

**VII. BRINGING OF FOOD AND BEVERAGES**

1. 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. The Hotel shall not be liable for failure to procure the equipment on time or for any defects in the equipment procured.

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 power consumed will be invoiced at the currently valid electricity prices as charged to the Hotel by the power supplier. The Hotel shall be free to charge a flat rate fee at its discretion.

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 is not insured for items brought in. Arranging the requisite insurance is exclusively a matter for the Customer.

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. Objects for exhibit and other items (including decorations) brought in must conform to the fire protection technical requirements and must meet all relevant statutory 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.

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3. Objects for exhibit and other items (including decorations) brought in 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 shall dispose of all transport packaging, outer packaging and all other packaging materials at its own expense. Should the Customer leave packaging behind after the end of the event, this may be disposed of at the Customer's expense. 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 Customer shall be liable for the conduct of its employees, the participants at the event and also for any other auxiliary staff in the same way as for its own conduct. The Hotel may demand provision of appropriate security from the Customer (e.g. insurance, deposits, guarantees).

**XI. FINAL PROVISIONS**

1. Changes or amendments to the Contract, in the acceptance of the offer or to these General Terms and Conditions shall be made in writing. Unilateral changes or modifications on the part of the customer shall be invalid.
2. Place of performance / jurisdiction and payment shall be the registered office of the Hotel.
3. Exclusive place of jurisdiction in the business transactions – also in the case of disputed cheques and bills of exchange – shall be the registered office of the Hotel, or upon the Hotel's request, Frankfurt. To the extent a contractual partner does not have a general place of jurisdiction within the territory of the Federal Republic of Germany, the place of jurisdiction shall be the registered office of the Hotel. However, the Hotel is also entitled to institute complaints and other legal proceedings also at the general place of jurisdiction of the Customer.
4. Depending on the location of the Hotel, the law of the Federal Republic of Germany is applicable.
5. There is a strict smoking ban in the entire Hotel, the guestrooms, event rooms, as well as public spaces, unless expressly approved by the Hotel in designated areas. If this is breached, the Hotel is entitled to claim a contract penalty amounting to € 900.00 (to cover fire-brigade charges and additional cleaning).
6. Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. Moreover the statutory provisions shall apply.

**Information on ODR-Resolution:** Online Dispute Resolution in accordance with Article 14, Section 1 ODR-VO: The European Commission is providing a platform for online dispute resolution (OS) willing to see <http://ec.europa.eu/consumers/odr/>.