

General Terms and Conditions of Business for Hotel Accommodation Contracts and Events

I. Area of application

1. These Terms and Conditions of Business apply in respect of contracts concluded by Lufthansa Training & Conference Center GmbH (hereinafter referred to as "hotel") concerning the rental provision of hotel rooms for accommodation purposes as well as of conference, banquet and event rooms for the execution of events, seminars, conferences, exhibitions, etc. as well as in respect of all associated services and deliveries rendered by Lufthansa Training & Conference Center.

2. The subletting or re-letting of the hotel rooms, other rooms, areas and showcases provided as well as invitations for job interviews, sales events and similar events all require the prior consent of the hotel, whereby the provisions set out under article 540 section 1 subsection 1 of the German Civil Code (BGB) are waived insofar as the customer is not a consumer.

II. Conclusion of contract, contracting parties

1. The contract is deemed to have been concluded by way of the acceptance of the customer's application by the hotel; the customer and the hotel are thus deemed to be the contracting parties.

2. In the event that the customer / party placing the order is not the organiser or if a commercial intermediary or other organiser is appointed by the organiser, the organiser is jointly and severally liable together with the customer for all obligations arising from the contract insofar as the organiser has supplied the hotel with an appropriate declaration to this effect.

III. Liability

1. The hotel is to act with the due diligence of a prudent merchant and is liable as such for the obligations arising from the contract. No claims may be asserted by the customer for damages. Excluded from the above are such claims as are asserted in respect of damage to life, body or health where the hotel is responsible for the given breach of duty, other claims attributable to a wilful or grossly negligent breach of duty on the part of the hotel and claims attributable to the wilful or negligent violation by the hotel of obligations typical of the contract concerned. A breach of duty committed by a legal representative or agent is deemed to be equivalent to that committed by the hotel. Should disruptions or defects occur in respect of service provision on the part of the hotel, the hotel is to act to remedy such upon its knowledge of the disruptions or defects concerned or upon complaint lodged without delay by the customer. The customer is obliged to do everything that can be reasonably expected of him to help remedy the given defect and minimise any possible damage. The customer is obliged to draw the hotel's attention in good time to the possibility that an exceptionally high level of damage may be incurred.

2. The hotel is liable for property brought into the hotel in accordance with the relevant statutory provisions, i.e. up to one hundred times the room rate but no more than EUR 3,500, as well as for cash, securities and valuables up to EUR 800. The hotel recommends that cash, securities and valuables be kept in the room safe. Liability claims expire unless the customer notifies the hotel immediately after gaining knowledge of the given loss, destruction, or damage (article 703 of the German Civil Code (BGB)). For any liability assumed by the hotel above and beyond this, the provisions set out under number 1 sentences 2 to 4 above apply accordingly.

3. As far as such exhibits or other items including personal belongings are concerned as do not constitute property brought into the hotel as defined under article 701 1 of the German Civil Code (BGB), no safekeeping contract is deemed to have been concluded. The hotel assumes no liability for loss, destruction or damage except in cases of wilful intent or gross negligence. The provisions set out under number 1 sentences 2 to 4 above apply accordingly.

4. Insofar as a parking space is provided to the customer in the hotel car park or a hotel parking lot, no safekeeping contract is deemed to have been concluded in this respect, even if a fee is charged. The hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property, nor for the contents thereof. The provisions set out under number 1 sentences 2 to 4 above apply accordingly.

5. The hotel assumes no liability for the punctual execution of wake-up orders nor for the punctuality and correctness of the delivery of messages as well as of post and goods consignments. The provisions set out under number 1 sentences 2 to 4 above apply accordingly.

IV. Expiry

1. All claims asserted vis-à-vis the hotel expire as a general rule one year after the commencement of the standard period of limitation subject to knowledge of the claim concerned and of the circumstances involved as set out under article 199 section 1 of the German Civil Code (BGB). Claims for damages expire after five years notwithstanding knowledge of the claim concerned and of the circumstances involved. The reduction in the period of limitation does not apply in the case of claims based on a wilful or grossly negligent breach of duty on the part of the hotel.

V. Services, prices, payment and offsetting

1. The hotel is obliged to render those services ordered by the customer and agreed by the hotel.

2. The customer is obliged to pay for the above services and any other services used at the prices agreed with the hotel or at its standard prices. This also applies in respect of the hotel's services and outlays rendered to third parties by the hotel at the customer's request, notably with regard to claims asserted by copyright collectives.

3. The agreed prices include statutory value-added tax at the rate applying at the given time, in the absence of any agreement to the contrary.

4. Any invoice issued by the hotel without indication of a due date is payable immediately upon receipt of the given invoice without deduction. The hotel is entitled to declare at any time its accrued receivables to be due and to demand immediate payment thereof. In cases of default of payment, the hotel is entitled to demand payment of the statutory level of default interest currently amounting to 8% or, in the case of legal transactions in which a consumer participates, amounting to a level 5% above the base interest rate. The hotel reserves the right to provide proof that the damage it incurred was greater.

5. The hotel is entitled to demand payment of an appropriate advance amount at any time. The level of the advance payment and the dates on which payment is to be made can be agreed in writing in the contract.

6. The customer may only offset or reduce an undisputed or legally binding receivable owed by the hotel against a receivable owed to the hotel.

VI. Withdrawal from contract by the customer /

Cancellation

A. Events with and without overnight accommodation and groups of 10 persons and more without events

1. Cancellations and amendments to bookings are free of charge for the customer up to 4 weeks prior to the commencement of the given event.
2. Non-compliance with this deadline results in the following cancellation / amendment charges being raised:

In the case of cancellation / reduction of number of participants by more than 10% later than:

- 4 weeks to 1 week prior to the commencement of the given event: 50%
- 1 week to date of arrival: 75%
- in the case of no-shows on the day of the event: 100%

3. A reduction in the number of participants by 10% and less are free of charge for the customer up to the day of the event.
4. As far as events with more than 100 participants are concerned, the above-mentioned deadlines are extended by 4 weeks in each case.
5. The calculation of the cancellation / amendment charges is based on the flat rate agreed for the event and/or the accommodation price agreed x the number of participants.

B. Individual overnight accommodation and groups of 9 persons and less

1. In the case of room bookings made for individual persons or groups of nine persons and less, without event participation, the hotel room reservation can be cancelled free of charge up to 18.00 hrs on the day of arrival.

C. Separate food & beverage services

1. In the event that any separately ordered F&B services such as menus, buffets, banquets, etc. are cancelled later than one week prior to the scheduled date, 50% of the agreed price x the number of participants will be charged. The room required for the provision of the given service is likewise subject to a cancellation charge of 50%.

VII. Withdrawal from contract by hotel

1. If payment of an agreed advance amount is not made even after a statutory deadline set by the hotel has elapsed, the hotel is entitled to withdraw from the contract.
2. Furthermore, the hotel is entitled to withdraw from the contract for good cause or due to circumstances beyond the hotel's control, notably force majeure, rendering performance of the contract impossible. A good cause is deemed to be the case above all if the order includes false details concerning key facts or circumstances, e.g. in respect of the person of the customer or the purpose of the event, or the hotel has justified reason for assuming that the customer's use of the hotel's services may put the smooth operation, safety, security or the public reputation of the hotel at risk. No claim for compensation may be asserted by the customer in such cases.

VIII. Room provision, handover and return

1. The customer acquires no right to the provision of certain specific rooms.
2. Any rooms booked are available for occupation by the customer from 15.00 hrs on the agreed date of arrival. The customer has no right to the earlier provision of rooms.

3. On the agreed date of departure, the rooms are to be vacated and made available to the hotel by no later than 12.00 hrs. After this time, the hotel may charge EUR 25 due to the late vacation of the room and for the use thereof beyond the term of the agreed contract until 16.00 hrs; 100% of the list price is charged should occupation of the room extend beyond 16:00 hrs.

IX. Bringing of food and beverages to events

1. The customer may not as a general rule bring any food and beverages to events. Exceptions to this ruling are subject to a written agreement concluded with the hotel. In such cases, the customer will be charged an appropriate flat rate amount that also covers the fixed costs incurred by the hotel.

X. Technical facilities and connections

1. Insofar as the hotel obtains technical and other facilities from third parties for the customer at the latter's request, the hotel is acting in the name, on behalf and for account of the customer. The customer is liable for the careful handling and the proper and orderly return of the facilities concerned. The customer exempts the hotel from all claims asserted by third parties in respect of the provision of the given facilities.

2. Operation by the customer of his own electrical equipment using the hotel's power supply is subject to the latter's written consent. Any disruption of or damage to the hotel's technical facilities due to the use of the equipment concerned will be charged to the customer insofar as the hotel is not responsible for the given disruption or damage. The hotel may log the electricity consumed for the use of the equipment concerned and raise a flat rate charge to cover the costs incurred.

3. The customer is entitled to use his own telephone, telefax and data transmission facilities subject to the hotel's consent. The hotel may charge a connection fee for such use.

XI. Permits

1. Any regulatory permits that may be required are to be obtained by the customer himself at his own expense. This applies above all in respect of music performances subject to GEMA approval and of GVL applications.

XII. Loss of or damage to property brought into the hotel

1. Any decorative materials brought into the hotel must comply with the relevant fire safety regulations. The hotel is entitled to ask for an official compliance certificate to be shown. Should no such certificate be available for presentation, the hotel is entitled to remove at the customer's expense all such relevant materials as have already been brought into the hotel. Due to the risk of damage, the erection and affixing of such materials are to be coordinated in advance with the hotel.

2. Any exhibits or other items brought into the hotel are to be removed without delay once the event has finished. Should the customer fail to comply with this, the hotel may remove and store the items concerned at the customer's expense. If the items are left in the event room, the hotel may raise an appropriate charge for the use of the given room and the duration thereof.

XIII. Liability of customer for damage

1. The customer is liable in accordance with relevant statutory regulations. Insofar as the customer is an entrepreneur, he is moreover liable for all such damage to buildings and the contents therein as is the responsibility of the event participants and/or visitors, employees and other associated third parties and, as such, attributable to him in accordance with the relevant statutory regulations. The provisions set out under article 540 II of the German Civil Code (BGB) remain unaffected by this.

2. The hotel may ask the customer to provide appropriate collateral (e.g. insurance coverage, deposits, guarantees).

XIV. Final provisions

1. Amendments or additions to the contract, applications or these Terms and Conditions of Business are to be agreed in writing. Unilateral amendments or additions on the part of the customer are invalid.
2. The place of fulfilment and payment is the location of the hotel's registered office.
3. The exclusive place of jurisdiction for commercial transactions - including disputes concerning cheques and bills of exchange - is deemed to be Frankfurt am Main, Germany. Moreover, either contracting party is entitled to take legal action or initiate enforcement measures at the location of the registered office of the other contracting party in respect of any relevant commercial transactions. This also applies in cases where one contracting party meets the requirements set out under article 38 section 2 of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany.
4. German law is deemed to apply. Application of the UN Convention on the International Sale of Goods and of the conflict of laws is excluded.
5. Should individual provisions set out in these General Terms and Conditions of Business be invalid, the validity of the other provisions remains unaffected by this. The relevant statutory regulations apply otherwise.

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