

## **TERMS AND CONDITIONS**

1. These general terms and conditions apply for the rental of conference, banquet and exhibition rooms as well as for hotel rooms and all the accompanying catering services thereto.
2. If the customer is not the person who made the reservation or the organizer, the contracting partner is the one who confirms the reservation and the included services and all agreements resulting thereto (booking party). Customer/hotel guest, booking party and organizer bear liability for all services rendered by the hotel as joint debtors. If it is agreed when the reservation is made that the customer should pay for part or all of the services (so-called direct payment agreement), the above-mentioned joint debtor liability remains unaffected. As long as the hotel does not possess a signed contract agreement, it has the right to book the space with other clients. This also applies in the case of a free return period agreement (option). After the option date has passed, the reservation is binding and is subject to these general terms and conditions.
3. Agreement to this contract binds the contractual parties to the fulfillment of the contract, regardless of the length of reservation. The contract may only be cancelled by the booking party under the following conditions: a) Over 60 calendar days before arrival date: free, b) 30-59 days before arrival date: 50% of agreed upon payment total for service package (including 50% of any agreed upon food and/or drink packages per person and/or conference package), c) 15-29 days before arrival date: 60% of agreed upon payment total for service package (including 60% of any agreed upon food and/or drink packages per person and/or conference package), d) less than 15 days before arrival date: 80% of agreed upon payment total for service package (including 80% of any agreed upon food and/or drink packages per person and/or conference package). If the hotel was unaware of guest number in terms of food and drink requirements at the time of cancellation, then the full cost of agreed upon convention service preparation will be required. Point 7 of these general terms and conditions concerns partial cancellations.
4. The hotel will endeavor not to otherwise lease occupied spaces to avoid any potential losses. However, if such an event occurs, it is not the responsibility of the customer to pay any potential difference in room rate for a new location. The customer reserves the right to demonstrate a small amount of damages resulting from the hotel error. The hotel reserves the right to provide other rooms of equal value to the customer as agreed upon in the contract when necessary for organizational reasons or if the number of convention attendees changes from the original agreement. The Hotel assumes no organizational liability for external services offered within the package offer. Unless expressly indicated, substitution services are not available for the convention packages.
5. The reservation dates are binding for both contractual parties. The hotel reserves the right to otherwise lease the reserved room in the event that the customer does not arrive before 6PM on the scheduled date of arrival. Reserved rooms are only available to the customer for the reserved timeframe. Reserving the rooms for any amount of time over the original agreement requires previous approval from the hotel.

6. Barring other agreements, the price per person includes VAT tax. The agreed upon condition of overnight hotel rooms is solely valid on request and dependent upon availability. The guarantee of rooms of a certain quality is excluded. Any adjustments in the VAT tax amount after the contractual agreement are the responsibility of the booking party.
7. The base for calculating the service fees is the guaranteed number of attendants agreed upon by contractual partners. This is 10% less than the actual number of attendants agreed upon. Otherwise, the actual attendant number counts as the calculation base. Should the number of actual attendants drop below the guaranteed number of attendants between contract agreement and the beginning of conference, the penalties described in point 3 of these general terms and conditions apply to the difference in number. Should the final number of actual attendants drop more than 10% below the guaranteed number of attendants, the hotel has the right to withdraw from the contract within 5 days of receipt of the final cancellation message.
8. The invoices for services must be paid 10 days after invoice day without deduction and in the full amount noted on the invoice. Any invoices paid after this period may be charged default interest by the hotel in the standard local percentage for open accounts.
9. The hotel is only liable for loss of or damage to property in the case of intent or gross negligence by their employees. Should the hotel stand on behalf of a third party, they are only liable for their own faults. The hotel's liability is expressly limited by the regulations of the hotel limited liability insurance; any additional liability above or beyond this is expressly excluded. The hotel is only responsible for valuables which are secured in the hotel's safe or items given to the reception in exchange for written confirmation. Liability for damages occurring through disturbance in hotel services or *force majeure* such as strikes, riots, war, natural disasters, fire, etc, is excluded. Should the conference rooms or hotel rooms be leased to the customer and it is discovered that their uses thereof go against public morality, for instance in sales or structured sales marketing or for itinerant trade, or if the name of the hotel is misused for promotional purposes without express written permission, the hotel reserves the right to immediately cancel the contract.
10. In the event that one or more provisions of these general terms and conditions is void, the validity of the remaining provisions shall not be affected thereby. In case of the invalidity of any one of these regulations, then the regulation which comes closest to the original regulation intention while remaining legal applies.
11. Additions, changes and supplements regardless of type require the written confirmation of both contractual parties for their legal application. The same applies to any waiver of the requirement for written form.
12. The law of the Federal Republic of Germany applies. Place of performance and jurisdiction is Hanover.