

I. Area of application

- I.1. These Terms and Conditions shall apply to contracts for the rental of conference, banquet and event rooms of the hotel for the holding of events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as to all other related services and deliveries of the hotel.
- I.2. Subletting or re-letting of the rooms, areas or showcases provided, invitations to job interviews, sales or similar events as well as public advertisements containing references to the events shall require the prior written consent of the hotel, whereby Section 540 (1) sentence 2 of the German Civil Code (BGB) shall be waived (no special right of termination on the part of the customer in the event of refused consent) insofar as the customer is not a consumer.
- I.3. The customer's terms and conditions shall only apply if this has been agreed in writing in advance.

2. Conclusion of the contract, contracting parties, limitation period

- 2.1 The contract is concluded by the hotel's acceptance of the customer's / organizer's application
- 2.2 The contracting parties are Hotel Aquino Tagungszentrum Katholische Akademie (Erzbischöfliche Vermögensverwaltungs GmbH, Chausseestraße 128/129, 10115 Berlin), hereinafter Hotel, and the Customer / Organizer. If the customer/orderer is not the organizer himself or if a commercial intermediary or organizer is engaged by the organizer, the organizer shall be jointly and severally liable with the customer for all obligations arising from the contract, provided that the Hotel has received a corresponding declaration from the organizer. Irrespective of this, the customer is

obliged to forward all booking-relevant information, in particular these General Terms and Conditions, to the third party.

- 2.3 All claims against the hotel, which are subject to the knowledge-dependent regular limitation period, are generally subject to a limitation period of one year from the beginning (§ 199 para. 1 BGB); claims for damages are subject to a limitation period of five years regardless of knowledge. The reductions in the statute of limitations do not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

3. Services, Prices, Payments, Offsetting

- 3.1 The hotel is obliged to provide the services ordered by the customer and promised by the hotel.
- 3.2 The customer is obligated to pay the agreed or customary prices of the hotel for these and other services used. This also applies to services and expenses of the hotel to third parties arranged by him, in particular also to claims of copyright collecting societies.
- 3.3 The agreed prices include the respective statutory value added tax. If the value added tax included in the prices increases due to statutory provisions, the hotel shall be entitled to adjust the agreed prices accordingly without separate prior consent of the customer. If the period between the conclusion and fulfillment of the contract exceeds four months and if the price generally charged by the hotel for such services increases, the hotel may increase the contractually agreed price by a reasonable maximum of ten percent.
- 3.4 Invoices of the hotel without a due date are due and payable without deduction within eight days of receipt of the invoice. The hotel is entitled to declare accruing receivables

due at any time and to demand immediate payment. In the event of late payment, the Hotel shall be entitled to charge the statutory interest on arrears applicable at the time, currently 8% or, in the case of legal transactions involving a consumer, 5% above the base interest rate. The customer reserves the right to prove a lower, the hotel that of a higher damage.

- 3.5 The hotel is entitled to demand a reasonable advance payment at any time. The amount of the advance payment and the payment dates may be agreed in writing in the contract.
- 3.6 The customer may only offset or reduce a claim of the hotel with an undisputed or legally binding claim.

4. Withdrawal of a customer (cancellation)

- 4.1 The Hotel Aquino Conference Centre grants the guest the right to cancel at any time. In the event of cancellations, cancellation fees shall apply. The following provisions shall apply: If any right of withdrawal has not been exercised within the time limit, it shall expire upon expiry of the time limit and the contract shall remain in full force and effect with the consequence that the customer shall pay the agreed consideration even if he does not make use of the ordered deliveries and services, in particular the ordered function rooms. The consideration also includes compensation for lost food and beverage sales.
- 4.2 In any case, the hotel shall be entitled to charge the agreed rent as follows if subletting is not possible:
- **Booked functional rooms (conference center):**
 - from 60 days: 60 % of the agreed price**
 - from 30 days: 80 % of the agreed price**

- **Booked arrangements (catering):**
from 4 working days before arrival: 40 % of the agreed price
from 1 working day before arrival: 100 % of the agreed price

- 4.3 The above provisions apply accordingly if the guest does not make use of the contractually agreed services - without giving notice in good time (no show).
- 4.4 If Hotel Aquino Tagungszentrum has granted the guest an option to withdraw, the guest shall not be entitled to compensation. Decisive for the timeliness of the written notice of withdrawal is its receipt by Hotel Aquino Tagungszentrum.

5. Number of participants, changes to the number of participants and the event time

- 5.1 The customer shall inform the hotel of the guaranteed number of participants no later than 3 working days before the start of the event.
- 5.2 The guaranteed number of participants will be invoiced even if the number falls short.
- 5.3 In the event of a reduction in the number of participants by more than 10%, the hotel shall be entitled to exchange the agreed rooms, provided that the size of the new rooms is appropriate for the reduced number of participants and the rooms are comparably equipped.
- 5.4 An increase in the number of participants by more than 5% requires the consent of the hotel. In the event of an increase in the number of participants, the actual number of participants determined by the hotel shall be used as the basis for invoicing.
- 5.5 If the agreed start or end times of the event are postponed without the hotel's prior consent, the hotel may charge additional costs for the readiness to perform, unless the hotel is at fault.

5.6 In all other respects, the provisions pursuant to § 4 items 6 and 7 shall apply mutatis mutandis.

6. Withdrawal of the hotel

6.1 If it has been agreed with the customer that advance payments are to be made and the customer fails to make such payments within a reasonable period of grace granted by the hotel, the hotel shall be entitled, at its discretion, to withdraw from the contract or to claim damages for non-performance in accordance with § 4.

6.2 Insofar as the customer's right to withdraw free of charge within a certain period has been agreed in writing, the hotel shall be entitled for its part to withdraw from the contract during this period if there are enquiries from other customers about the contractually booked event rooms and the customer does not waive his right to withdraw upon inquiry by the hotel.

6.3 Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons, e.g. if:

- force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
- event rooms were ordered under misleading or false statements of material facts (person of the customer / organiser, purpose of the rental, etc.);
- the hotel has reasonable cause to believe that the event may jeopardise the smooth operation of the business, the safety or the reputation of the hotel in public without this being attributable to the hotel's sphere of control and organisation;
- there is an unauthorised subletting or subletting within the meaning of § 1 para. 2;

- the event does not conform to the principles or teachings of the Roman Catholic Church;
- the hotel becomes aware of circumstances that the financial circumstances of the customer have deteriorated significantly after conclusion of the contract, in particular if the customer does not settle due claims of the hotel or does not provide sufficient security and therefore payment claims of the hotel appear to be at risk;
- the customer has filed an application for the opening of insolvency proceedings against his assets, has made an affidavit in accordance with § 807 of the German Code of Civil Procedure (Zivilprozessordnung), has initiated out-of-court proceedings for the settlement of debts or has suspended his payments;
- insolvency proceedings are opened against the assets of the customer or the opening of such proceedings is rejected for lack of assets or for other reasons.

6.4 The hotel shall immediately inform the customer of the exercise of the right of withdrawal.

6.5 In the event of justified withdrawal by the hotel, the customer shall have no claim to compensation.

7. Bringing food and drinks

The customer may bring food and beverages to events only by written agreement with the hotel. In such cases, the hotel may charge a service fee to cover overhead costs.

8. Technical facilities and connections

- 8.1** Insofar as the hotel procures technical and other equipment from third parties for the customer at the customer's instigation, it shall act in the name of, on the authority of and for the account of the customer. The customer shall be liable for the careful handling and proper return of the equipment. He shall indemnify the hotel against all claims of third parties arising from the provision of these facilities.
- 8.2** The use of the customer's or organiser's own electrical equipment and devices using the hotel's power supply system requires the hotel's prior written consent. Any malfunctions or damage to the hotel's technical equipment caused by the use of such equipment and devices shall be borne by the customer insofar as the hotel is not responsible for such malfunctions or damage. The hotel may record and charge for the electricity costs arising from such use on a flat-rate basis.
- 8.3** The customer is entitled to use his own telephone, telefax and data transmission facilities, taking into account the legal basis and with the consent of the hotel. The hotel may charge connection and connection fees for this.
- 8.4** If, due to the connection of the customer's own facilities, corresponding facilities of the hotel remain unused, an appropriate loss compensation may be charged.
- 8.5** The hotel shall endeavour to remedy faults in technical or other facilities provided by the hotel without delay upon immediate complaint by the customer. Payments may not be withheld or reduced insofar as the hotel is not responsible for these disruptions.

8.6 The customer shall procure all official permits that may be necessary for the staging of the event at his own expense. The customer shall be responsible for compliance with these permits and all other public law regulations in connection with the event.

8.7 The customer shall be responsible for handling the necessary formalities and settlements with the responsible institutions (e.g. GEMA) in the context of self-arranged music performances and sound reinforcement.

8.8 The contracting party may only use names and trademarks of the hotel within the scope of advertising its event after prior agreement with the hotel.

9. Loss of or damage to items brought with you

9.1 Exhibits or other items, including personal items, carried along are at the risk of the customer in the event rooms or in the hotel. The hotel accepts no liability for loss, destruction or damage, including financial loss, except in cases of gross negligence or intent on the part of the hotel. Excluded from this are damages arising from injury to life, limb or health. In addition, all cases in which safekeeping constitutes a typical contractual obligation due to the circumstances of the individual case are excluded from this exemption from liability. Any necessary insurance of exhibits brought along is the responsibility of the customer.

- 9.2** Decorative material brought into the hotel must comply with fire protection requirements. The hotel is entitled to demand official proof of this. If such proof is not provided, the hotel shall be entitled to remove any material already brought in at the customer's expense. Due to possible damage, the installation and attachment of objects must be agreed with the hotel in advance.
- 9.3** Any exhibition or other items brought along must be removed immediately after the end of the event. If the customer fails to do so, the hotel may remove and store the items at the customer's expense. If the items remain in the event room, the hotel may charge reasonable compensation for use for the duration of their stay.
- The customer shall be at liberty to prove that the above claim has not arisen or has not arisen in the amount claimed.
- 9.4** Packaging material (cardboard boxes, crates, plastic, etc.) arising in connection with the supply of the event by the customer or third parties must be disposed of by the customer before or after the event. Should the customer leave packaging material at the hotel, the hotel shall be entitled to dispose of it at the customer's expense.
- 9.5** The customer shall not be entitled to the provision of auxiliary personnel for the transport and assembly of goods and other items brought in by the organiser or third parties.

The delivery of any materials must always take place after consultation and agreement with the hotel.

The hotel must be notified in good time of the type and scope of the material to be delivered.

For goods or items brought in in advance, the hotel reserves the right to charge for expenses such as staff, storage or set-up.

10. Liability of the customer for damages

10.1 The customer is liable for all damage to the building or inventory caused by event participants or visitors, employees, other third parties from his area or himself or his legal representatives.

10.2 The hotel may require the contracting party to provide appropriate security (e.g. insurance, deposits, guarantees) to cover any damages.

11. Liability of the hotel

11.1 The hotel shall be liable for its obligations under the contract with the due care of a prudent businessman. Claims of the customer for damages are excluded. Excluded from this are damages 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. A breach of duty by the hotel shall be deemed equivalent to a breach of duty by a legal representative or vicarious agent. In the event of disruptions or defects in the hotel's services, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obligated to contribute what is reasonable to him in order to remedy the disruption and minimise any possible damage.

11.2 Insofar as a parking space is made available to the customer in the hotel garage or in a hotel car park, even for a fee, this shall not constitute a safekeeping contract. The hotel shall not be liable for loss of or damage to motor vehicles parked or manoeuvred on the

hotel's property and their contents, except in the case of intent or gross negligence.

Clause 1, sentences 2 to 4 above shall apply accordingly.

11.3 Messages, mail and consignments of goods for guests are handled with care. The hotel shall undertake the delivery, safekeeping and - on request - forwarding of the same against payment. The hotel is entitled to hand over the lost property to the local lost property office after a storage period of one month at the latest, charging an appropriate fee.

Clause 1, sentences 2 to 4 above shall apply accordingly.

12. Final provisions

12.1 Amendments or supplements to the contract, the acceptance of the application or these terms and conditions must be made in text form and must expressly refer to the contract or the terms and conditions; this also applies to amendments to this clause. Unilateral amendments or supplements by the customer are invalid.

12.2 The place of performance and payment is Berlin.

12.3 The exclusive place of jurisdiction - also for cheque and bill of exchange disputes - for commercial transactions is Berlin. If a contractual partner fulfils the requirements of Section 38 (1) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be Berlin.

12.4 The law of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.

12.5 Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In this case, the contracting parties undertake to replace the invalid or void provision with a valid provision corresponding to the economic purpose of the invalid or void provision. In all other respects, the statutory provisions shall apply.

12.6 Separate GTCs apply to the hotel accommodation contract.

13. Notes

Within the framework of the law according to § 37 VSBG, we refer to the General Consumer Arbitration Board at the internet address (<http://ec.europa.eu/consumers/odr/>).

The company does not undertake to participate in dispute resolution proceedings before a consumer arbitration board.

EU-DSGVO compliant information and data processing

Collecting and processing e-mail addresses

Declaration of consent for storage of customer data

The contracting parties agree that their personal data, namely the e-mail address, will be stored and processed for the purpose of sending conference and event offers and contracts.

Duty to provide information

The contractual partners are entitled, upon request and free of charge, to receive information about the data stored about them.

Obligation to rectify, erase ("right to be forgotten") and restrict processing

The contractual partners have the right to have incorrect data corrected, deleted or blocked. The request can be made informally, or even verbally. However, if the request is made orally by telephone, there will usually be doubts about the identity, unlike if the request is made in person.

Right to erasure

- The prerequisite for the right of cancellation is that one of the following reasons applies:
- The personal data are no longer necessary for the purposes for which they were collected or otherwise processed.
- The data subject has withdrawn consent to data processing (and there is no other legal basis).
- The data subject has objected to the processing (and there are no overriding legitimate grounds for the processing).
- The personal data have been processed unlawfully.
- The deletion of the personal data is necessary for compliance with a legal obligation under Union or Member State law.
- The data was obtained from a minor using an information society service.

Right to restriction

- The right to restriction is subject to the following grounds:
- The individual has contested the accuracy of the personal data while the controller verifies the accuracy of the personal data.
- The processing is unlawful and the data subject has refused to erase the personal data and has instead requested the restriction of the use of the personal data.
- The controller no longer needs the personal data for the purposes of the processing, but the data subject needs it for the establishment, exercise or defence of legal claims.
- The data subject has objected to the processing as long as it has not yet been determined whether the legitimate grounds of the controller(s) override those of the data subject.

Procedure for a correction request

The controller shall rectify the data of the data subject. Taking into account the purposes of the processing, the data subject shall also have the right to request that incomplete data be completed.

Procedure for a cancellation request

The data controller shall delete the data of the data subject.

Procedure for a restriction application

The data controller stores the data of the data subject but does not process them further.

Procedure for communication

The data subject shall be informed of the action taken in writing, in a compact, transparent, comprehensible and easily accessible form. Electronic media (especially e-mail) will be used in particular if the request was made electronically. If expressly requested by the person concerned,

General Terms and Conditions for Events (GTC)
Hotel Aquino Tagungszentrum Katholische Akademie
Erzbischöfliche Vermögensverwaltungs GmbH

the letter will be sent on paper. Verbal notification is possible at the request of the person concerned, provided there is no doubt about the identity.

I confirm by my signature that I accept these GTC as part of the event contract.

Berlin, the _____

_____ legally binding signature