

## **I. Area of application**

- I.1 These General Terms and Conditions (GTCs) shall apply to accommodation agreements as well as to all services and deliveries provided to the guest by the Hotel Aquino Tagungszentrum, excluding the provision of function rooms, for which separate GTCs shall apply.
- I.2 Deviating provisions, including those contained in the GTCs of the guest or the customer, shall not apply unless expressly accepted in writing by Hotel Aquino Conference Centre.
- I.3 The Hotel Aquino Tagungszentrum is authorised to act in the name of the Erzbischöfliche Vermögensverwaltungs GmbH.

## **2. Conclusion of contract**

- 2.1 Based on a booking request by the guest, a guest accommodation contract (hereinafter referred to as "contract") is concluded with the corresponding booking confirmation by Hotel Aquino Tagungszentrum.
- 2.2 The contracting parties are Hotel Aquino Tagungszentrum and the guest. If a third party makes the booking on behalf of the guest, it shall be liable to Hotel Aquino Tagungszentrum as the orderer together with the guest as joint and several debtors for all obligations arising from the contract, provided Hotel Aquino Tagungszentrum has received a corresponding declaration from the orderer. Irrespective of this, each orderer is obliged to pass on to the guest all information relevant to the booking, in particular these GTCs.
- 2.3 The subletting or subletting of the rooms provided requires the prior written consent of Hotel Aquino Tagungszentrum.

### **3. Services, prices, payment**

- 3.1 Hotel Aquino-Tagungszentrum is obliged to keep the rooms booked by the guest available in accordance with these GTCs and to provide the agreed services.
- 3.2 The guest is obliged to pay the prices of Hotel Aquino Tagungszentrum applicable or agreed for the provision of services. This also applies to services and expenses of Hotel Aquino Tagungszentrum to third parties arranged by the guest or the customer. The agreed prices include the respective statutory value-added tax.
- 3.3 If the period between conclusion and fulfilment of the contract exceeds three months and if the price generally charged by Hotel Aquino Tagungszentrum for such services increases, Hotel Aquino Tagungszentrum may increase the contractually agreed price by a reasonable amount, but by no more than 10%.
- 3.4 Hotel Aquino Tagungszentrum may also change the prices if the guest subsequently requests changes to the agreed services and Hotel Aquino Tagungszentrum agrees to this.
- 3.5 Invoices of Hotel Aquino Tagungszentrum are payable within ten days of the invoice date without deduction. In the event of late payment, Hotel Aquino Tagungszentrum is entitled to charge interest on arrears of five percent above the respective EURIBOR of the European Central Bank. Hotel Aquino Tagungszentrum reserves the right to claim higher damages. Hotel Aquino Tagungszentrum may charge a reminder fee of € 5.00 for each reminder sent after the default has occurred.
- 3.6 Hotel Aquino Tagungszentrum is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and its due date may be agreed of in the writing of the contract. Hotel Aquino Tagungszentrum is furthermore entitled to make

claims accrued during the guest's stay due at any time by issuing an interim invoice and to demand immediate payment.

3.7 Additional staff costs may be charged for services after 6 pm and on Sundays and public holidays.

3.8 The guest may only offset or reduce a claim of the Hotel Aquino Tagungszentrum with an undisputed or legally established claim.

## 4. Withdrawal, cancellation

4.1 Hotel Aquino Tagungszentrum grants the guest the right to cancel at any time. In the event of cancellations, flat-rate cancellation fees shall apply. The following provisions apply:

### Single bookings (hotel rooms)

- Until 21 days before arrival: no costs
- Up to 14 days before arrival: 30% of the agreed price
- Up to 5 working days before arrival: 60% of the agreed price
- 4 or less days before arrival: 80% of the agreed price

### Group bookings (hotel rooms)

- until 28 days before arrival: no costs
- Up to 14 days before arrival: 30% of the agreed price
- Up to 5 working days before arrival: 60% of the agreed price
- 4 or less days before arrival: 80% of the agreed price
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4.2 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).

4.3 If Hotel Aquino Tagungszentrum has granted the guest an option to withdraw, it shall not be entitled to compensation. Decisive for the timeliness of the written notice of withdrawal is its receipt by Hotel Aquino Conference Centre.

#### 4.4 Resignation of the Hotel Aquino Tagungszentrum

- a. Insofar as the guest has been granted a right of withdrawal free of charge in accordance with section 4.3, Hotel Aquino Conference Centre is entitled to withdraw from the contract within the agreed period if there are enquiries from third parties about the booked services and the guest does not finally confirm the booking on enquiry by Hotel Aquino Conference Centre.
- b. If an advance payment or security deposit agreed in accordance with clause 3.6 is not made within the time limit set for this purpose, the hotel Aquino Tagungszentrum shall be entitled to withdraw from the contract.
- c. If the guest conceals from Hotel Aquino Tagungszentrum that it is a political association, the latter is entitled to dissolve the contract and to charge provision costs in accordance with clause 4.1.
- d. Furthermore, Hotel Aquino-Tagungszentrum is entitled to withdraw from the contract for good cause, in particular if:
  - force majeure or other circumstances for which Hotel Aquino-Tagungszentrum is not responsible, make it impossible to fulfil the contract;
  - services are booked under misleading or false statements of material facts, e.g. concerning the person or the purpose;

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- Hotel Aquino Tagungszentrum has reasonable cause to believe that the use of the services may jeopardise the smooth operation of the business or the security and public reputation of the hotel;
- There is an unauthorised subletting in accordance with clause 2.3;
- A case according to section 5.3 exists;
- Hotel Aquino Tagungszentrum becomes aware that the financial circumstances of the guest have deteriorated significantly after conclusion of the contract, in particular if the guest does not settle due claims of Hotel Aquino Tagungszentrum or does not provide sufficient security and therefore payment claims of Hotel Aquino Tagungszentrum appear to be at risk.

4.5 Hotel Aquino Tagungszentrum shall immediately notify the guest in writing of the usage of its right to withdrawal

4.6 In the aforementioned cases of withdrawal, the guest has no claim to compensation

## **5. Arrival and departure/Hotel Aquino**

5.1 The guest does not acquire any claim to the provision of specific rooms unless Hotel Aquino has confirmed this in writing. If agreed rooms are not available, Hotel Aquino is entitled and obliged to provide an equivalent substitute, also outside the hotel, insofar as this is reasonable.

5.2 Booked rooms are available to the guest from 3 p.m. on the day of arrival and until 11 a.m. on the day of departure, unless a different time has been agreed on in the contract.

5.3 Hotel Aquino Tagungszentrum reserves the right to assign booked hotel rooms to other guests after 6 p.m., unless the guest has given notice of a later arrival. Hotel Aquino has a right of withdrawal in this respect.

5.4 So-called "guaranteed bookings" are exempt from the regulation according to clause 5.3. In the event of a no-show, the full room rate will be charged for the entire booking period.

## 6. Liability, limitation

- 6.1 No liability is accepted for loss or damage to items or exhibits brought in.
- 6.2 The organiser shall be liable without proof of fault for damage to the furnishings or inventory of the Hotel Aquino Tagungszentrum caused during assembly or dismantling as well as during the event.
- 6.3 Hotel Aquino Tagungszentrum is liable in accordance with the statutory provisions for all damages resulting from injury to life, body and health. Hotel Aquino Tagungszentrum is liable for items brought into the hotel in accordance with the statutory provisions, i.e. up to one hundred times the room rate, but up to a maximum of € 3,000.00, and for money and valuables up to € 800.00. Money and valuables can be stored in the room safe up to a maximum value of 2,500.00€. It is recommended to make use of this possibility.
- 6.4 Liability claims expire if the guest does not notify Hotel Aquino-Tagungszentrum immediately after ascertaining damage (§ 703 BGB).
- 6.5 If a guest or visitor uses a parking space in the underground car park of the Hotel Aquino Tagungszentrum, no custody agreement is concluded - even in return for payment. Hotel Aquino Tagungszentrum is not obliged to monitor the parking space. In all other respects, the parking conditions apply.
- 6.6 Hotel Aquino Tagungszentrum carries out wake-up calls with the utmost care. Claims for damages, except for gross negligence or intent, are excluded.
- 6.7 Messages, mail and merchandise shipments for guests are handled with care. Hotel Aquino Tagungszentrum will take care of the delivery, safekeeping and - on request - forwarding of the same

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against payment, as well as for lost property on request. Claims for damages, except for gross negligence or intent, are excluded. Hotel Aquino Tagungszentrum is entitled to hand over the aforementioned items to the local lost property office after a storage period of one month at the latest, charging an appropriate fee.

6.8 Claims for damages by the guest shall become statute-barred after two years from the time at which the guest becomes aware of the damage or, irrespective of such knowledge, at the latest after three years from the time of the damaging event.

## 7. Final Provisions

7.1 Should individual provisions of these GTCs be or become invalid or void, this shall not affect the validity of the remaining provisions. Otherwise, the statutory provisions shall apply.

7.2 No verbal subsidiary agreements have been made. Amendments and supplements must be made in text form.

7.3 The law of the Federal Republic of Germany shall apply.

7.4 The place of jurisdiction is Berlin.

7.5 Separate GTCs shall apply to the rental and use of function rooms and related services.

## 8. Note

8.1 We refer to the General Consumer Arbitration Board (<http://ec.europa.eu/consumers/odr/>.) within the framework of the law according to § 37 VSBG.

8.2 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:

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- 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.

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**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, 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

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