HOLIDAY INN BERLIN AIRPORT CONFERENCE CENTRE
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GENERAL TERMS AND CONDITIONS FOR HOTEL EVENTS CONTRACTS

Stand: 1. Juni 2026

I. Scope

1. These Terms and Conditions apply to agreements for the letting of conference, banqueting and other function rooms (as well as outside locations for caterings etc.) of the hotel for events such as banquets, seminars, conferences, exhibitions, trade fairs etc. and for all associated goods and services provided by the hotel.

2. Subletting of the rented rooms or any other rented objects and their use for job interviews, sales or similar events require the prior written approval of the hotel. §540, paragraph 1, clause 2, BGB (German Civil Code), shall not apply, unless the customer is a consumer. The organizer must inform the third party of the general obligations contained within the agreement of these General Terms and Conditions in particular the duties to handle the rented object with care.

3. The organiser`s Terms and Conditions shall apply only if agreed upon in writing beforehand.

4. Furthermore the written provisions and conditions of each contract are valid.

II. Conclusion of a contract, parties, liability, statute of limitations

1. The contract shall come into force upon the hotel`s acceptance of the customer`s application. At its discretion, the hotel may confirm room reservation in writing.

2. If the customer / ordering party is not even organizer itself, or if a commercial agent or organizer is being used by the event organizer, then these parties shall be liable together with the event organizer as joint and several debtors for all obligations arising from the contract. Beside this, the third party is obligated to forward all relevant information, especially the Terms and Conditions of Business, to the guest.

3. The customer must inform the hotel without being asked, at the latest upon conclusion of the contract, if the customers use of the hotel services is likely to endanger the smooth operation of the hotel, the security or the reputation of the hotel in the public eye. (For instance because of its political, religious or any other reasons.)

4. The contract partner and / or the guest is liable for all applying costs and damages, caused by him/her and/or all persons, and/or animals and/or items who/that had access to the hotel property for a common or special occasion of the contract partner / guest.

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5. The hotel shall fulfill its contractual obligations with the due diligence of a commercial trader. Any claims to compensation on the part of the customer shall be excluded. Losses based on a deliberate or grossly negligent violation of obligations on the part of the hotel and losses based on a deliberate or negligent violation by the hotel of obligations typical for the agreement shall be excluded. (For money, valuables etc. we provide in-room-safes and/or safes at the reception, free of charge.) In the event of faults or defects in the services provided by the hotel, the hotel shall endeavor to remedy the defect as soon as it becomes apparent, or in response to the complaint of the customer, which must be lodged without undue delay. The customer undertakes all reasonable measures to eliminate the fault and to keep any possible losses to a minimum. Apart from that, the customer undertakes to advise the hotel in due time of the possibility of an exceptionally high loss.

6. Any claims against the hotel shall be limited to six months.

7. These liability restrictions as well as their limited time period also apply for the protection of the hotel in case of violation of the contract obligations.

III. Services, prices, payment, compensation

1. The hotel undertakes to provide the agreed services.

2. The organizer undertakes to pay the agreed prices or such prices as are usually asked by the hotel for the agreed and other goods and services used. This shall also apply to goods and services (including extra services such as consumption, telephone calls etc.) used by those accommodated in the hotel on the basis of this agreement and / or by participants in the event or by visitors. This is also valid in particular for claims of copyright exploitation companies.

3. The agreed-upon prices include the applicable statutory sales tax.
If the statutory sales tax changes after the contract is concluded and before services are provided, the agreed-upon prices will be adjusted accordingly. The hotel is entitled to charge the sales tax in effect at the time the services are provided.

4. The agreed prices and room rates are exclusive of any applicable local lodging taxes, city taxes, or comparable public levies imposed by the competent authorities. The statutory or officially set rate applicable at the time of service provision shall be decisive. Changes to existing levies as well as the introduction of new taxes or other public levies after the conclusion of the contract entitle the hotel to pass on the corresponding costs to the customer. The applicable statutes of the municipality of Schoenefeld may provide for tax exemptions under certain conditions. Information on this can be found on the website of the municipality of Schoenefeld.

5. If a conference flat rate is agreed, then it shall be understood to be per event day and participant, unless otherwise agreed.

6. Prices may also be adjusted by the hotel if the customer subsequently wishes to change the number of rooms booked, the goods / services to be provided by the hotel or the period of occupation and the hotel agrees to this.

7. Unless otherwise agreed, the hotel`s invoices are payable and due immediately, without deduction. The hotel is entitled at any time to make accumulated accounts receivable due and to demand payment without undue delay. Upon default of payment, the hotel is entitled to demand the appropriate applicable statutory default interest. The hotel reserves the right to prove greater damage. All costs incurred for the purpose of collection must be borne by the customer.

8. The hotel is entitled to require the payment of a reasonable deposit or the provision of a security either on or after the conclusion of the contract. The amount of an advance payment and payment dates may be agreed in writing in the hotel booking contract. The hotel is also entitled to demand immediate payments during the stay of the guest.

9. If minimum revenue is agreed and will not be reached, the hotel shall be entitled to charge the difference amount to the customer as compensation.

10. The customer is only entitled to offset claims which have been recognized as valid or which are legally final and binding against claims of the hotel.

11. The hotel is entitled to demand a security deposit and/ or a reservation on the credit card of the guest. The requested amount depends on the length of guest`s stay, for example. The deposit / the credit card reservation will be used for actual outstanding at check/out of the guest. If there are no outstanding amounts, the deposit will be given back to the guest. If not changed in a payment, the credit card reservation fails normally after an average period of 14 days. Depending of the card holders bank this can also happen before or after 14 days.

12. The hotel reserves the right to care for replacement accommodation / services for the guest, if the hotel is unable to provide the contracted services by itself, no matter, for which reason.

IV. Withdrawal by the customer (Cancellation, Annulment)

1. The customer shall only be entitled to retract the agreement for the renting of function rooms if the hotel agrees with this in writing. If any right of cancellation granted has not been exerted within the term agreed,

then the right shall have become extinct on expiry of the term end the agreement shall remain in full force with the consequence that the customer must pay the agreed consideration even if it does not use the goods and services ordered, in particular the function rooms reserved. The consideration shall also include a compensation for lost sales of food and beverages according to IV, 2).

2. If it has been agreed with the organizer that in the event of withdrawal within defined terms it must pay a compensation for lost sales of food and beverages (in the form of a defined percentage), then the relevant food sales shall be calculated in accordance with the following formula: menu price for banquet multiplied by number of persons. If no price has yet been agreed for the menu, then the most inexpensive three-course menu in the event range valid at the agreed time of the event shall be used as basis. For the purpose of calculating the compensation for lost beverage sales, 30% of the total food sales shall be defined as beverage sales basis, of which 80% shall be applied as compensation for lost beverage sale. If a conference flat rate is agreed, then 80% of the flat rate shall be applied as consideration owed according to IV.1).
3. IV.2 above takes account of the deduction for expenses saved. The organizer shall retain the right to demonstrate that the hotel has not incurred the loss specified above or not as great a loss. The hotel shall retain the right to demonstrate that it has suffered a greater loss.

4. The customer is not entitled to extraordinarily withdraw from the contract in the event of force majeure, in particular Covid-19, for which the customer is not responsible, make it impossible to fulfill the contract or make it unreasonably difficult for the customer.

V. Cancellation by the hotel

1. If and in so far as the customer has been granted a free-of-charge right of cancellation in a written agreement, the hotel shall within the exercise period of the right be entitled to rescind the contract itself if the hotel has inquiries by third parties for the rooms/services reserved by the customer and the customer, informed about this fact by the hotel and asked to waive its right of cancellation, does not waive its right of cancellation. The same applies to the granting of an option if there are other inquiries and the customer is, if requested by the hotel, not prepared to make a fixed booking. Fixed booking means, the contract starts with this day and a probably former agreed free-of-charge cancellation is not longer valid.

2. If and in so far as prepayment is agreed with the customer and the customer fails to pay even after a reasonable extension set by the hotel warning that payment will not be accepted on expiry of the extension, the hotel shall at its option be entitled to rescind the agreement or claim damages for non-fulfillment. IV.2) shall apply by analogy to the assessment of the loss.

3. Furthermore, the hotel shall be entitled to rescind the agreement for substantive cause, e.g. if

- force majeure or other circumstances for which the hotel cannot be held responsible make it impossible or unreasonably difficult for the hotel to fulfill the agreement;
- function rooms and services are booked making misleading or false statements as to material facts, e.g. regarding the person of the customer or the purpose of the renting;
- the hotel has justified cause to assume that the use of the hotel`s goods and services may endanger the smooth running of the business, security or the hotel`s reputation in the public eye, in areas the hotel is unable to control or to organize;
- I.2) has been violated.

4. The organizer shall not be entitled to compensation in the event of rescission for cause by the hotel.

5. In the event of rescission according to 2), 3) or 4) above the hotel is entitled to compensation from the costumer, then the hotel shall be entitled to claim a lump-sum. In that case IV 2) shall apply mutatis mutandis.

6. The hotel may also annul any agreement should the hotel attain circumstantial insight that the profit ratios have worsened from those found in the initial partnering agreement. This may occur in the case where the client fails to meet the demands of the agreement or fails to procure security which consequently threatens the hotel´s likelihood of receiving payment. Specifically, the cases may occur when
- the client places a proposal to begin bankruptcy procedure, initiates out-of-court debt regulation procedures, or adjusts payment procedures.
- the opening or rejection of bankruptcy proceedings resulting from cash shortage or other reasons.

7. Should following the signing of the agreement the creditworthiness of the client become circumstantially questionable, the hotel may step out of the contract or demand prepayment or security measures that ensure the upholding of the contract agreements.

8. The hotel is entitled to forbid or to interrupt any events on its premises when they are not permitted by the hotel.

VI. Amendments to the number of participants or to the date of the event

1. The hotels event department must be advised in writing no later than 24 hours prior to the start of the event of any reduction in the number of participants of not more than 5% compared to the agreed number of participants (in the case of an „approximate number“, the absolute figure specified in digits shall apply) and the reduction will be taken into account in the invoice as a deduction.

2. The hotels event department must be advised in writing no later than 7 working days prior to the start of the event of any reduction in the number of participants of more than 5% compared to the agreed number

of participants (in the case of an „approximate number", the absolute figure specified in digits shall apply). Unless the hotel approves of a deviation in writing, the agreed number of participants less 5% shall be taken as basis for the invoicing in such a case.

3. If there is an increase in the number of participants, charges will reflect the actual number of participants. In case of an increase >5% it may happen that the booked food requirements can no longer be provided, except upon confirmation of the hotel.

4. If the number of participants changes by more than 10%, the hotel shall be entitled to recalculate the agreed prices and to exchange the confirmed room reservations.

5. 5 If without prior approval by the hotel, the agreed start and/or finish dates are changed, the hotel shall be entitled to make a reasonable charge for its readiness for service provision, unless the hotel is at fault. If the agreed start and/or finish dates are changed and the hotel has to accommodate guests in another hotel caused by this, the customer has to cover the costs for this. Any further demands for claim damage by the hotel are still applicable.

6. In the case of events continuing after midnight, the hotel may, unless otherwise agreed, charge additional staff costs. Furthermore the hotel may charge applying costs for staffs travel home at a time when public transport is not longer available and additional costs are incurred as a result.

7. The food and beverage service with its agreed prices is only valid within the agreed time of rental. Such services after the agreed rental time will be charged as standard.

VII. Bringing of food and beverages

The customer may not bring food or beverages to events. Exceptions must be agreed in writing with the hotel. In a case of non-compliance, a charge will be made to cover overhead expenses and the hotel will be entitled to demand lump-sum damages per participant for the loss of the income which the hotel would otherwise have earned from providing goods/services. The hotel accepts no liability for damage to health caused by the consumption of food or drink taken out of the hotel.

VIII. Technical facilities and connections, official permits

1. If the hotel procures technical and other equipment from third parties for the organizer at the latter`s request, the hotel shall act on behalf of the organizer. The organizer shall assume liability for treating the equipment with due care and for ensuring its correct and proper return. The same applies for the hotels

own equipment. The organizer shall compensate the hotel against any third-party claims arising from the provision of such equipment.

2. Written consent is required if the customer wishes to use their electrical equipment 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 hotel may charge a flat fee for electricity costs incurred through such usage.

3. The customer is entitled to use their own telephone, telefax and data transfer equipment with the hotels consent. The hotel may charge a connection fee.

4. If suitable equipment of the hotel remains unused because the costumer'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 will not be withheld or reduced.

6. The customer must obtain the official permits that are necessary for the event in due time and at his own expenses. He is responsible for complying with the public law requirements and other provisions.

IX. Loss of or damage to private property

1. Exhibition or other items including personal items brought onto the premises shall be kept in the function rooms or in the hotel at the organizers risk. The hotel does not assume any liability for loss, destruction or damage, including financial loss, except for cases of gross negligence or intent on the part of the hotel. Excepted from this is damage to life and limb or health. Also excluded from this release from liability is any case in which the safekeeping is an obligation typical for the type of agreement due to the circumstances of the individual case. Except for the cases specified in sentence 4, any custody agreement shall require an express agreement.

2. Any exhibition or other items brought onto the premises shall be removed without undue delay after the end of the event and must not be deposited even temporarily in any other publicly accessible place at the hotel. If the organizer fails to comply with this, then the hotel shall be entitled to remove and store the items at the organizers expense and risk. If the items remain in the function room, then the hotel shall be entitled to charge the agreed provision costs and room rental for the time the items remain. The organizer shall retain the right to demonstrate that the hotel incurred a lesser loss, while the hotel shall retain the right to demonstrate that it has incurred a greater loss.

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X. Organizers liability and other obligations

1. The organizer shall ensure that all waste is disposed of properly in accordance with the relevant legal regulations regarding separation and other treatment. If the organizer leaves waste, the hotel shall be entitled to charge the cost of disposal according to the regulations and any associated special cleaning of the room.

2. Any decorative materials brought onto the premises must comply with the requirements imposed by the fire authorities. The hotel shall be entitled to request an official certificate of this. Should such proof not be given, then the hotel shall be entitled to remove materials already brought in at the customers cost. In view of possible damage, the setting up or installation of decorative and similar materials must be discussed and agreed with the hotel beforehand.

3. The use of external security services shall require the prior consent of the hotel.

4. The hotel shall be entitled to demand appropriate securities.

5. If the organizer/customer plans any publications that contain the hotels name and/or place, this has to be admitted by the hotel beforehand. If there are any publications without hotels admission, the hotel shall be entitled to cancel the event.

6. Use of Internet: The hotel is not liable for demands of third parties that result from the guest`s use and distribution of contents of internet pages (for example copyright protected pages) In case of the demand of a third party, the hotel reserves the right to forward the guest`s data to that third party.

XI. Final Provisions

1. Any amendment or additions to the agreement for the letting of function rooms or these Terms and Conditions shall only be valid if made in writing. Unilateral alterations made by the customer are not valid.

2. Place of performance and payment is the location of the registered office of the hotel.

3. The court of the place of performance specified in XI,2) shall have exclusive jurisdiction for any matters including disputes on cheques and bills of exchange. The competence of that court is hereby agreed upon at any rate also in relation to such costumers that meet the prerequisites set down in §38, paragraph 1, ZPO (German code of civil procedure) and/or have no place of general jurisdiction in Germany (the hotel being entitled in the latter case at its option also to sue the customer at its place of general jurisdiction abroad).

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4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the conflict of laws are exclude.

5. Should individual provisions of these General Terms and Conditions for hotel accommodation contracts be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. In this case, the parties will agree upon a new provision being as close as possible to the sense of the invalid one.

6. Additional, but not replacing, are the provisions, mentioned in the "General Terms and Conditions for Hotel Accomodations Contracts"alid, if they are also applicable to the "General terms and Conditions of Business for Events".

7. Provisions and conditions in each contract are primary. Furthermore the provisions and conditions of these General Terms and Conditions do apply.