

GENERAL TERMS AND CONDITIONS

FOR THE RENTAL CONTRACT FOR THE PERFORMANCE OF EVENTS AT THE HOTEL BENTHER BERG - With Aggen GmbH

1) The rental agreement shall be concluded as soon as the function room has been ordered or promised or, if a promise was no longer possible for reasons of time, made available.

2. The conclusion of the rental contract obliges the contracting parties to fulfil the contract, irrespective of the duration for which the contract has been concluded. The contract cannot be terminated unilaterally.

3. Tentative or option dates are binding for both contracting parties. The Hotel Benthler Berg reserves the right to let the reserved rooms and function rooms to other parties after expiry of the tentative or option dates.

4. Reserved hotel rooms are available to the guest from 3 pm on the day of arrival until 11 am on the day of departure. Unless a later arrival time has been expressly agreed, the Hotel Benthler Berg reserves the right to allocate reserved hotel rooms to other parties after 6 pm.

5) Reserved venues shall only be available to the service recipient at the time agreed in writing. 6) The service recipient shall not acquire any claim to the provision of specific function rooms or hotel rooms.

The service recipient shall not acquire any claim to the provision of specific venues or hotel rooms. Should agreed venues and rooms not be available, for whatever reason, the Hotel Benthler Berg shall be obliged to provide an equivalent substitute, also outside the hotel, insofar as this is reasonable.

7. in case of change or cancellation of reserved hotel rooms, venues and arrangements will be charged:

Up to 90 days before arrival 35% of the agreed services

89 to 60 days prior to arrival 45% of the agreed services

59 to 30 days prior to arrival 55% of the agreed services

29 to 0 days prior to arrival 80% of the agreed services

If the agreements include more than 30 overnight stays per event, the aforementioned deadlines shall be extended by 30 days in each case. The Hotel Benter Berg shall endeavour to allocate functional rooms and arrangements that are not used to other parties as far as possible in order to avoid cancellations. Until the contractually agreed rooms, venues and arrangements have been allocated elsewhere, the service recipient shall pay the calculated amount for the duration of the contract and taking into account the aforementioned cost regulation.

8. In order to ensure an orderly process for group bookings (5 persons or more), the service recipient/ordering party is obliged to provide the Hotel Benter Berg with the list of participants up to 5 days before the group's arrival. In the event of deviations of more than 10%, the Hotel Benter Berg shall be entitled to reset the agreed prices and to change the confirmed locations.

9. If the customer is not also the organiser, both shall be liable simultaneously as joint and several debtors.

10. Should the organiser be a political association, the effectiveness of the contract additionally requires the approval of the management of the Hotel Benter Berg. If the customer/organiser conceals from the Hotel Benter Berg that it is a political event, the Hotel Benter Berg is entitled to dissolve the contract and to charge corresponding provision costs according to 7).

Invoices are to be paid within 10 days of the invoice date without deduction. 12.

12. The Hotel Benter Berg is entitled to demand advance payment. The amount of the advance payment and the payment dates may be agreed in writing in the contract. If the advance payment is not made, the Hotel Benter Berg is entitled to withdraw from the contract. 13.

If the period between the conclusion of the contract and the provision of services exceeds 6 months, the Hotel Benter Berg reserves the right to make price changes without prior notice. Changes in VAT shall be for the benefit or at the expense of the service recipient, irrespective of the time of conclusion of the contract. All prices are quoted in euros and include VAT. 14.

14. Verbal subsidiary agreements are not made. Amendments and supplements must be made in writing in order to be effective. 15.

15. Place of jurisdiction is Wennigsen. German law shall apply. In the case of seminars, conferences, congresses, banquets etc., the following must also be observed.

16. A change in the number of participants for a joint meal must have been communicated in writing no later than 5 days before the start of the event, otherwise at least the ordered number of place settings will be invoiced.

The organiser/orderer shall be liable for the payment of any additional food and drinks ordered by the event participants. 18.

18) The bringing of food and beverages requires the prior approval of the Hotel Benter Berg.

19. No liability shall be assumed for loss of or damage to items or exhibits brought in. All decorative material must comply with fire safety requirements. 20.

20. Attachment of decorative material or other objects is not permitted without the consent of the Hotel Benter Berg. The organiser/orderer shall be liable without proof of fault for any damage to the furnishings or inventory of the Hotel Benter Berg caused during assembly or dismantling or during the event.

21. Faults in technical or other facilities made available shall be remedied immediately as far as possible. However, payments may not be withheld or reduced.

Status: January 2023