

General Terms and Conditions of Trading for Conferences, Functions and Events Contracts with the Restaurant Reinhardt in Berlin

Applicability

- 1) These General Terms and Conditions for Events shall apply to any leases of conference, banquet, function and event rooms provided by the Restaurant for arranging events such as banquets, seminars, conferences and so on as well as to any other related goods and services of the Restaurant Reinhardt in Berlin (Rollenhagen Gastronomie – Handels – und Restaurationsgesellschaft mbH) which will be referred to as "restaurant" in the following.
- 2) At its own discretion, the hotel may exercise the right to make other than contracted rooms available to the promoter/customer for arranging the event or function if the rooms being put at the promoter's/customer's disposal are reasonable and taking the interests of the restaurant into consideration.
- 3) Sub-letting and re-letting of the allocated function rooms or space as well as the invitation to job interviews, sales or similar events receiving much public exposure require previously written consent of the restaurant. This also applies to the publication of advertisements in newspapers and periodicals or something similar.

Conclusion of contract, limitation period

- 1) The contract becomes effective with the acceptance of the application (confirmation) on the part of the restaurant towards the promoter/customer, they become contracting parties.
- 2) The promoter/customer accepts with his signature the contractual clauses and services to the full extent.
- 3) The restaurant is liable for its obligations from this contract. This liability is limited to cases of intent and gross negligence on the part of the restaurant in non-typical services. Incidentally, the promoter/customer is obligated to point out on time that a possible damage can occur.
- 4) Any and all claims by the promoter/customer shall be time-barred after six months.
- 5) The above-mentioned limitation of liability and brief limitation period apply to the restaurants benefit even if obligations are violated during actions leading up to the contract and in case of positive violations of contractual obligations.

Performances, rates, payment, set-off

- 1) The restaurant undertakes to render the services ordered by the promoter/customer and prior agreed by the restaurant. All served food and beverages are meant for exclusive consumption on the spot.
- 2) The promoter/customer is obligated to pay the agreed restaurant rates for its services. This also applies to the restaurants services and outlays in connection with the event to third parties caused by the promoter/customer.
- 3) The agreed rates include relevant and statutory value-added tax. If there is a statutory increase of value-added tax included in the rates the restaurant may appropriately adjust the agreed rates without prior consent of the promoter/customer. If the period between conclusion and fulfilment of the contract exceeds four months, and if the rate generally charged by the restaurant for such services increases, then the restaurant may raise the rate agreed by contract to a reasonable extent, but not by more than ten percent.
- 4) In the case of events lasting longer than 1.00 a.m. in the morning, the restaurant may reserve the right to charge a special fee to cover personnel costs for every started hour accordingly depending on the manner and the extent of the event.
- 5) In case a guaranteed financial turnover on food and beverages is agreed the hotel may charge costs for provision upon non-fulfilment of the guaranteed financial turnover to the extent of 100 percent of the difference between the actual financial turnover on food and/or beverages and the guaranteed financial turnover.
- 6) Restaurant bills bearing no settlement date have to be paid in full within ten days of receipt. In case of delayed payment, the restaurant is entitled to charge interest to the extent of five percent above the basic interest rate of the European Central Bank. The restaurant is entitled to charge a processing fee for a reminder. The promoter/customer and restaurant reserve the right to provide evidence of lower or higher damages, respectively.
- 7) In case an advance payment is agreed and this advance payment is not made in time, the restaurant is entitled to rescind the contract free of charge. The amount of the advance payment and dates for payment may be agreed in writing in the contract.
- 8) The promoter/customer may offset or reduce a claim made by the restaurant only against an indisputable and legally binding claim.

Rescission

- 1) The restaurant is entitled to annul the contract for materially justifiable cause, for example if force majeure (an act of god) or other circumstances for which the restaurant is not responsible make it impossible to fulfil the contract, events are reserved with misleading or false information regarding major facts such as the identity of the promoter/customer or the purpose of the event, the restaurant has justified cause to believe that the event might jeopardize the smooth operation of the restaurant, its security or public reputation without being attributable to the restaurant's sphere of control or organization, there is a violation of these general terms and conditions, paragraph Applicability, section 3
- 2) The restaurant has to immediately notify the promoter/customer of its right of rescission.
- 3) The promoter/customer cannot derive any claim for compensation from rescission by the restaurant, excepting cases of intent or gross negligence.
- 4) In case the promoter/customer rescinds the contract the restaurant is entitled to claim compensation if a further lease of the rooms is no longer possible. The rescission of the event must be made in writing. The date of delivery for the receipt of rescission at the restaurant is of prime importance when the restaurant is considering the deadline.
- 5) The rescission by the promoter/customer is possible as follows:
 - Up to one week before date of event – free of charge
 - Up to five days before date of event – twenty five percent for the loss of the turnover on food
 - Up to three days before date of event – fifty percent for the loss of the turnover on food
 - Less than 24 hours before date of event – 100 percent for the loss of the turnover on food.The financial turnover on food is made according to the formula:
Menu rate times number of people. In case no rate had been fixed for the menu beforehand the lowest priced three-course menu of the respective event offer at that time shall form the basis for calculation.
- 6) Saved expenses are made up hereby. The promoter/customer and restaurant reserve the right to provide evidence of lower or higher damages, respectively.

Changes to number of participants and times of event

- 1) The terms and condition of rescission also apply for the reduction of participants.
- 3) In case of increase in the number of participants the actual number of people shall be calculated.

- 5) In case the agreed starting and closing times of the event are deferred without any prior written consent the restaurant may charge additional costs for their readiness of rendering services, unless the restaurant is at fault.

Bringing in of food and beverages

- 1) The promoter/customer is in principle not allowed to bring in any food or beverages to events, exceptions require a written consent. In such cases a certain amount of money shall be charged to cover overhead costs. The goods on the part of the promoter/customer must comply with the statutory provisions for groceries' hygiene. Should the restaurant be suspicious that there is a violation of them it is entitled to reject the acceptance, the processing and the distribution for such food items. The consumption of food and beverages brought into the restaurant is at the promoter's/customer's risk. The restaurant is not liable for any damages resulting from the consumption of these items.

Technical equipment and connections

- 1) In so far as the restaurant procures technical and other devices from third parties for the promoter/customer at the latter's instigation, with the authority of and for the account of the promoter. Incidentally, the costs for rental and procurement shall be previously agreed.
- 2) The promoter/customer is liable for careful usage and proper return. He exempts the restaurant from all claims of third parties arising from equipment rental.
- 3) The use of the promoter's/customer's own electrical equipment by using the power supply system of the restaurant requires the restaurant's consent. The promoter/customer is liable for faults or damages to the restaurant's technical equipment arising from the use of technical equipment, unless the restaurant is at fault. The restaurant may list and charge the incurring costs for electricity consumption at a flat rate.
- 4) Defects of the restaurant's own technical or other equipment used by the promoter/customer shall be remedied if possible. Payments may not be held back or reduced, unless the hotel is liable for these defects.

Brought in items

- 1) The promoter/customer is not entitled to auxiliary staff, transportation of and putting-up of and dismantling of goods or other items that were put into the restaurant premises by the promoter/customer or a third party. In principle, the delivery of any goods or items has to be made via the delivery entrance of the restaurant, Uhlendstrasse, Kempinski Plaza at the times between 6.00 a.m. to 3.00 p.m. from Mondays to Fridays. An appropriate notice of manner and extent of the items delivered has to be made as early as possible. For goods or items delivered in advance the restaurant may reserve the right to charge for personnel, safekeeping or putting-up depending on the costs.
- 2) Exhibits or other items as well as personal property brought into or put into the restaurant are at the promoter's/customer's risk. The restaurant is not liable for any loss, destruction or damage, excepting cases of intent or gross negligence.
- 3) Furnishing fabric brought in or put in has to comply with requirements of fire service. The restaurant is entitled to ask for official proof. Putting-up of and fixing of items require previous consent of the restaurant in order to avoid any possible damages.
- 4) Exhibits or other items brought along or put in have immediately to be removed after the end of the event. If the promoter/customer fails to do that, the restaurant is entitled to charge the promoter for removal, safekeeping and waste disposal (at the promoter's expense). If articles remain behind in the function rooms, the restaurant may charge a room hire for the duration of the stay. The promoter/customer and restaurant reserve/retain the right to provide evidence of lower or higher damages, respectively. For items staying behind in the restaurant on purpose on the part of the promoter/customer for waste disposal, the restaurant may charge for appropriate waste disposal.

Liability of the promoter/customer

- 1) The promoter/customer is liable for any damages to the building or inventory caused by participants of the event, including visitors, staff and other people from third parties being connected with the promoter/customer or the promoter/customer himself.
- 2) The restaurant may ask for the guarantee of appropriate safeguarding measures deposit against loss.

Final provisions

- 1) The General Terms and Conditions of Trading for Conferences, Functions and Events Contracts belong to the contract. Changes and amendments to the contract, the acceptance of order or these General Standard Terms and Conditions of Trading for Conferences, Functions and Events Contracts should be made in writing. Unilateral changes and amendments by the promoter/customer are not valid.
- 2) The contract shall be governed by and construed in all respects in accordance with the laws of the Federal Republic of Germany and the sole court of jurisdiction for any disputes is the registered seat of the restaurant.
- 3) Should individual provisions of these General Terms and Conditions for restaurants be or become null and void, the validity of the remaining provisions shall remain unaffected thereby. In this case the contracting parties are obliged to replace a null and void provision by a relevant and effective provision to the benefit of the economic purpose of the parties. The statutory provisions shall be applicable.