

# PART 1 GENERAL TERMS AND CONDITIONS FOR HOTEL AGREEMENTS AND EVENTS

## INTRODUCTION

1. The General Terms and Conditions (GTC) of Vienna House Hotels are established in this document. Vienna House is a registered trademark of Vienna International Hotelmanagement AG, with registered office in Dresdner Straße 87, 1210 Vienna, FN 59824b. These GTC apply for all services of Vienna International Hotelmanagement AG, Vienna House Capital GmbH, Dresdner Straße 87, 1210 Vienna, FN 441501, as well as its subsidiary companies and companies administered or licensed by them (hereinafter referred to as the "Vienna House Group" or "Hotel" within the scope of application as stated in Part I. You can find more information about the companies affiliated with the Vienna House Group and falling within the scope of application of these GTC at [www.viennahouse.com/en/data-protection/affiliated-companies](http://www.viennahouse.com/en/data-protection/affiliated-companies). These Terms and Conditions also contain information on and references to the protection of personal data.
2. Should the recipient of the services (hereinafter referred to as the "Guest") be a consumer within the meaning of nationally applicable consumer protection laws and these terms and conditions be based on legal transactions with consumers, these GTC only apply insofar as they do not contradict mandatory statutory provisions. The invalidity of individual provisions shall not affect the validity of the remaining provisions.

### I. Scope of application, sub-leasing and application of other GTC

1. These General Terms and Conditions (GTC) apply for contracts regarding the transfer by way of lease of hotel rooms for accommodation, the transfer by way of lease of conference, banquet and event rooms of the hotel for the holding of events of any kind as well as for all other services and deliveries of the hotel in connection with the Guest, unless otherwise agreed according to these provisions.
2. The sub-leasing of the premises, areas or display cases leased, the use of transferred hotel rooms for purposes other than accommodation, public invitations or other advertising measures, for interviews, sales and similar events and the use of hotel areas outside of the rented rooms for the aforementioned events require the Hotel's prior written consent and can be made conditional on payment of an additional remuneration. In particular, the resale/further mediation of rooms/room contingents to third parties is inadmissible, in particular at prices higher than the actual room prices.
3. Deviating provisions, also insofar as they are included in General Terms and Conditions of the Guest or a third-party ordering for the Guest, shall only apply if this has been explicitly agreed in writing beforehand.

### II. Contract conclusion, contracting parties;

1. The Contract enters into force when the Hotel accepts the Guest's request. The Hotel is free to confirm the booking in writing.
2. The contracting parties are the Hotel and the Guest. If a third party placed the order for the Guest, (hereinafter referred to as the "Orderer"), the Guest himself is not the organiser or if the organiser engages a commercial agent or organiser, then the third party or the organiser is liable to the Hotel together with the Guest jointly and severally for all obligations arising from the Contract. Irrespective of this, each Orderer is obligated to forward all information relevant to the booking, in particular these General Terms and Conditions, to the Guest.
3. The Guest undertakes to inform the Hotel at the latest upon conclusion of the Contract, and without being requested to do so, if the use of the hotel service is fit to put at risk the smooth business operation, security or the reputation of the Hotel in public.

### III. Online booking

1. Bookings can also be carried out and services reserved via the website operated by Vienna House or through third party travel websites, with which Vienna House has concluded contracts. The Guest therefore has the opportunity to also search and select the services of the Hotel via partner websites and then book directly with the Hotel, but without leaving the interface of the partner website.
2. The Guest confirms he acknowledges the information received within the scope of the online reservation or reservation via partner websites (contact details, hotel company, most important room features, additional services, prices, mode of payment, validity of offers and price, payment methods). The use of the Hotel's online booking service requires the full and unreserved acceptance and validity of the General Terms and Conditions and knowledge of the data protection information, which are automatically part of the Contract concluded with the Hotel.
3. The Guest is solely responsible for the selection of the services and the suitability of such services for the Guest's needs. The Contract enters into force after reservation and guarantee with a credit card by way of a booking confirmation. The credit card is only one means of making the guarantee. In the event of non-arrival for a booking maintained, the Hotel shall charge the credit card used for the guarantee with a compensation lump sum equal to the price for the first night if a guarantee was made for the reservation by credit card. Other nights reserved will be cancelled without charge, unless otherwise stated in the terms and conditions of sale.
4. The user of service offers of websites confirms that they are over the age of 18 and have legal capacity to conclude this Contract.

### IV. Services, prices, payment, invoicing and vouchers

1. The Hotel is obligated to keep available the rooms booked by the Guest in accordance with these General Terms and Conditions and to perform the agreed services.
2. Unless set out explicitly, additional services (breakfast, half-board etc.) are not included in the price. In the event of conversions into foreign currencies, this has a merely informative character and is not contractually binding. Only the currency confirmed at the time of reservation will be guaranteed.

3. The Guest is obligated to pay the applicable or agreed prices of the Hotel for the transfer of the rooms and the other services utilised by him or his event participants. The prices are based on the number of guests indicated when making the booking. Any deviation in the number of guests, in particular regarding the occupancy of the booked rooms, requires the Hotel's consent. The Guest is liable for the payment of all services utilised by the event participants as well as for the costs incurred by them. This also applies to services, costs and outlays of the Hotel initiated by the Guest for third parties and for claims by copyright management companies.
4. The agreed prices include the respective statutory value-added tax. Local taxes, fees and charges which are owed by the Guest according to the respective communal or federal state law, e.g. visitor's tax. Room prices can therefore increase as a result of various taxes. If the statutory value-added tax changes, the prices shall be adjusted accordingly; the Hotel is entitled to charge the increase in VAT after the adjustment. If the period between the conclusion of the Contract and the fulfilment of the Contract exceeds four months and if the price calculated by the Hotel generally for such services increases, it can raise the contractually agreed price at its reasonable discretion.
5. The prices can be further changed by the Hotel if the Guest desires subsequent changes to the number of booked rooms, the stated number of guests, the service of the Hotel or the duration of the stay of the Guests and the Hotel agrees to this.
6. The Hotel can provide the Guest with adequate alternative accommodation (of equivalent quality) if this is reasonable for the Guest, in particular if the deviation is minor and objectively justified. An objective justification exists, for instance, if the room (rooms) have become (are) unusable, guests already staying in the room(s) extend their stay, there is an over-booking or other important operational measures necessitate this step. Any possible additional expenses for the alternative accommodation shall be borne by the Hotel.
7. The payment is due to the Hotel as soon as the service has been performed. If payment is delayed, the Hotel is entitled to demand the particular applicable statutory interest on default. The Guest must reimburse the Hotel for the dunning costs for each dunning letter following the start of the default amounting to € 5.00. In case of transactions in which a consumer is not involved, the Hotel is also entitled to a lump sum payment of € 40.00 if the Guest defaults. The Guest shall bear all other costs which accrue within the scope of the debt collection.
8. If a minimum revenue has been agreed and if this is not reached, the Hotel may charge 60% of the difference as lost profits, provided the Guest does not prove lower damages or the Hotel proves higher damages.
9. The Hotel is entitled to demand an advance payment or security payment, e.g. in the form of a credit card guarantee, upon the conclusion of the Contract or thereafter. The amount of the advance payment and the payment dates can be agreed in writing in the Hotel Agreement. The Hotel is further entitled during the Guest's stay in the Hotel to make due accrued receivables by issuing an interim invoice at any time and to demand immediate payment. The agreed payments are non-refundable. Should the Hotel be in the position to lease rooms and event rooms to others at the same price in the case of a withdrawal, the payment amounts shall be repatriated. Should it not be possible to lease the rooms and event rooms to others at the same price, the Guest must pay the difference.
10. The Guest can only offset against claims by the Hotel or claim a right of retention with undisputed or legally established claims.
11. Pets may only be brought along with the consent of the Hotel and at extra cost, where applicable. The consent to take a pet shall be given under the condition that the pet is kept under the constant supervision of the Guest and has no illnesses and also represents no danger to third parties.
12. Guest items left behind shall only be sent to the Guest upon request, and at the Guest's risk and costs. The Hotel keeps the items safe for three months; after this period, they shall be handed over to the local lost and found office if they have a recognisable value. If there is no recognisable value, the Hotel reserves the right to destroy the items after the expiry of the period.
13. In the event that fee-based or free WiFi access is provided by the Hotel to access the Internet, the Guest is obligated not to use the computer resources provided in a way which breaks the laws pertaining to the protection of intellectual property (e.g. in texts, images, works of music and film, video games etc.). The Guest is also obligated to comply with the security guidelines of the Hotel's Internet provider and to omit all actions which are fit to negatively impact the effectiveness of the computer resources.
14. In the event that vouchers are issued, such a voucher can only be redeemed for the Hotel's own services and, if a Hotel is earmarked on the voucher, can only be redeemed according to availability. The equivalent value of an individual voucher corresponds with the amount in euros imprinted. Vouchers become valid from payment and can therefore be redeemed only upon receipt of the payment. If credit remains on the voucher following payments, these shall remain and can be used for other payments. Each voucher is provided with a date of issue. If it is legally admissible to limit the period of validity, this shall be 5 years from the date of issue. Vouchers cannot be returned, they cannot be resold or transferred and cannot be redeemed for cash. Vouchers cannot be used within the scope of online payments. If vouchers are lost, stolen or invalidated, no replacement can be made. The party ordering the voucher is responsible for providing the correct data concerning to whom the voucher and the invoice should be sent.

Cancellation policy: If vouchers are purchased online, declarations regarding vouchers can be revoked within 14 days without providing reasons in the preferred form (letter, fax, email) or, if the voucher is relinquished before the expiry of the period, it can also be cancelled by returning the voucher. The period begins after receipt of this instruction in text form, but not before the receipt of the voucher by the recipient. In order to meet the cancellation deadline, it is sufficient to send the cancellation or the voucher on time. The voucher loses its validity as a result of this and cannot be redeemed. The cancellation must be addressed to Vienna International Hotelmanagement AG, reference: Voucher, Dresdnerstrasse 87, 1210 Vienna or via e-mail: [voucher@viennahouse.com](mailto:voucher@viennahouse.com)

#### **V. Withdrawal by the Guest (cancellation/non-utilisation of the Hotel's services)**

1. Withdrawal by the Guest from the Contract concluded with the Hotel free of charge requires the Hotel's written consent. If this is not provided, the price agreed in the Contract must then also be paid if the Guest does not utilise the contractual services. This does not apply in the case of a breach of the Hotel's duty to consider the rights, legally protected rights and interests of the Guest, if it is no longer reasonable for him to adhere to the Contract as a result of this or if he is entitled to another statutory or contractual right of withdrawal.
2. If a period has been agreed between the Hotel and the Guest in writing for the withdrawal from the Contract free of charge, the Guest can withdraw from the Contract until that date without triggering claims for payment or compensation for damages for the Hotel.
3. In the event of rooms and event rooms not utilised by the Guest without the timely declaration of withdrawal free of charge, the Hotel must take into account the incomes from leasing to other parties as well as the expenses saved.

4. Instead of specific calculated compensation for damages, the Hotel is at liberty to demand the contractually agreed payment in the cases mentioned in the above Number 3 and to estimate the deduction for saved expenses. In this case, the Guest is obligated to pay at least 90% of the contractually agreed price for overnight accommodation, with or without breakfast, as well as for generalised arrangements with third-party services, 80% for half-board and 70% for full-board arrangements. If the Hotel calculates the compensation specifically, the amount of the contractually agreed price for the service to be performed by the Hotel shall be less the incomes from leasing to other parties as well as the expenses saved.
5. If the Guest withdraws after signing the Contract or after the expiry of the contractually agreed period for withdrawal free of charge, the Hotel is entitled to charge 35% of the lost consumption sales in addition to the agreed room rent and the costs for the services of third parties. If the Guest withdraws after the expiry of the contractually agreed period for withdrawal free of charge and 21 days or shortly before the event date, the Hotel is entitled to charge 80% of the lost consumption sales.
6. Consumption sales are calculated according to the formula: Menu price for the event x number of participants. If no price had yet been agreed for the menu, the most inexpensive 3-course menu in the particular applicable event offer shall form the basis. Drinks shall be calculated at one third of the menu price.
7. If a conference flat rate per participant is agreed, in the event of a withdrawal after the contract is signed or after the expiry of the contractually agreed period for withdrawal free of charge, the Hotel is entitled to charge 70% in the event of a withdrawal from 21 days before the event date, or in the event of shorter notice, 90% of the conference flat rate x agreed number of participants.
8. The Guest is free to prove that the aforementioned claim has not arisen or has not arisen in the amount claimed.

## **VI. Withdrawal by the Hotel**

1. If a right of withdrawal of the Guest free of charge within a particular period has been agreed in writing, the Hotel is entitled within this period to withdraw from the Contract if there are requests from other guests for the contractually booked rooms or event rooms and the Guest does not waive his right to withdraw within a period set by the Hotel on request from the Hotel. This applies analogously if an option is granted if there are other requests and the Guest is not prepared to make a fixed booking within the scope of a period set by the Hotel on request from the Hotel. Fixed booking means that a contract comes into force from this day and the originally agreed right of withdrawal free of charge is abrogated.
2. If an advance payment agreed or required according to Part 1 Clause IV Number 7 is not paid even after the lapse of a suitable period of grace set by the Hotel, the Hotel is entitled to withdraw from the Contract.
3. Furthermore, the Hotel is entitled to extraordinarily withdraw from the Contract for an objectively justified reason, for instance if
  - force majeure or other circumstances which the Hotel is not responsible for make the fulfilment of the Contract impossible;
  - hotel services are booked using misleading or false statements about material facts, e.g. the person of the Guest or the purpose of the stay;
  - the Hotel has justified reason to assume that the utilisation of the Hotel service can put at risk the smooth business operation, security or reputation of the Hotel in public, without this being attributable to the Hotel's domain or organisational sphere;
  - there is a breach of Part 1 Clause I Number 2 or Part 1 Clause IV Number 3.
4. If circumstances are known after the signing of the Contract which make the Guest's creditworthiness appear doubtful in the opinion of the Hotel (in particular if the Guest does not settle claims of the Hotel due and therefore the Hotel's claims for payment appear to be at risk), then the Hotel is entitled to withdraw from the Contract or to only provide the agreed services against advance payment or security payments. There is a right of withdrawal in particular if
  - the Guest applies to open insolvency proceedings, an extrajudicial procedure to settle debts is opened or he has suspended his payments;
  - insolvency proceedings are opened or the opening of the same is declined for lack of assets or for other reasons.
5. In the event of the justified withdrawal by the Hotel, the Guest has no claim to compensation for damages.
6. The Hotel can prevent or demand the abandonment of non-approved interviews, sales and similar events.
7. Should a claim for compensation for damages arise for the Hotel against the Guest in the event of withdrawal in accordance with the above Numbers 2, 3 and 4, the Hotel can express the claim as a lump sum. Part 1 Clause V Numbers 4 to 7 apply accordingly in this case. In this case it is possible for the Guest to prove that no damages or only lower damages were incurred.

## **VII. Hotel's liability, limitation**

1. The Hotel is liable for its obligations arising from the Hotel Agreement with the due care of a diligent businessman. Claims of compensation for damages of the Guest are excluded. Excluded from this are damages arising from injury to life, body or health, if the Hotel is responsible for the breach of duty, other damages which are based on an intentional or grossly negligent breach of duty of the Hotel and damages which are based on an intentional or grossly negligent breach of a material duty, the fulfilment of which makes the proper execution of the contract possible in the first place, and the observation of which the Guest may regularly rely on ("cardinal duty"). In the case of a simply negligent breach of a cardinal duty, the Hotel's liability is limited to damages typical to the contract, foreseeable at the time the contract was concluded. A breach of duty by the Hotel can also be committed by its legal representatives or vicarious agents. Should disruptions or defects in the Hotel's services occur, the Hotel shall endeavour to provide a remedy after obtaining knowledge thereof or following the prompt complaint by the Guest. In all other respects, the Guest is obligated to inform the Hotel in good time about the possibility that extraordinarily high damages will arise. The Guest is obligated to contribute in a way which is reasonable to him in order to remedy the disruption and to keep any possible damages low.

2. The Hotel is liable to the Guest for items brought in according to the statutory provisions. Money, securities and valuables can be stored by the Hotel in the hotel safe up to a maximum value according to the insurance total. The Hotel recommends making use of this option. The liability claims expire if the Guest fails to notify the Hotel immediately after obtaining knowledge of loss, destruction or damage. There is therefore only liability if the room or containers in which the objects were left, were locked. The above Number 1 Sentences 2 to 5 apply accordingly.
3. Insofar as the Guest is provided with a parking space in the Hotel garage or at a Hotel parking area, including for a charge, no safekeeping contract comes into effect as a result of this. The Hotel is not liable in the event of the disappearance of or damage to motor vehicles and their contents parked or manoeuvred on the Hotel premises. The Hotel does not have a duty to monitor. The Hotel must be informed immediately about possible damages. The above Number 1 Sentences 2 to 5 apply accordingly.
4. The Hotel shall carry out wake-up calls with the greatest care. No liability is assumed. Messages, post and consignments for the Guest shall be handled with care. The Hotel takes over the delivery, safekeeping and - for a fee on request - the forwarding of the same. The above Number 1 Sentences 2 to 5 apply accordingly.
5. All claims against the Hotel, for which liability is limited according to these GTC, as well as claims for reduction of the rent in the event of defects in goods and defects in title, lapse within one year after the claim arose and the creditor obtains knowledge of the circumstances establishing the claim and the person of the debtor, or would have had to must have obtained without gross negligence. Claims for compensation for damages against the Hotel, for which liability is limited according to this provision, as well as claims for reduction of the rent in the event of defects in goods and defects in title lapse within five years after they arise, irrespective of when knowledge was obtained, except against consumers, in which case the statutory provisions on limitation apply.
6. The photos displayed on the website/mobile services serve only as examples. Even if efforts are made to convey the most accurate impression of the selected accommodation possible, unintended deviations may occur.

#### **VIII. Liability of the Guest for damages**

1. The Guest is liable for all damages to the building or the inventory which are caused by event participants or visitors, employees, other third parties belonging to them or by the Guest himself.
2. The Hotel can demand appropriate securities be provided by the Guest (e.g. insurance, deposits, guarantees).

#### **IX. Data protection**

The Hotel processes personal data of the Guest, such as personal details, contact information, personal and professional information, electronic identification data (IP addresses (logfiles), data concerning the computer, browser etc., as well as individual data on customer stays, upon the legal basis of the fulfilment of contractual relations, to protect the legitimate interests of the Hotel, as well as to comply with statutory requirements. This serves the purposes of reservations, customer relationship management, managing guest preferences, and targeted marketing and advertising campaigns to promote sales and increase customer retention (also via direct advertisement). The Hotel is a subsidiary of Vienna International Hotelmanagement AG and is therefore part of a corporate group which works together collaboratively. For more information (see [www.viennahouse.com/en/data-protection/affiliated-companies.html](http://www.viennahouse.com/en/data-protection/affiliated-companies.html)). The Hotel therefore also uses other affiliated companies to fulfil its extensive obligations. Personal data is only received by parties within the corporate group which require this data to fulfil contractual and statutory obligations as well as to protect legitimate interests. All of these parties are obliged contractually to comply with legal data protection requirements. Detailed data protection information for "Guest booking" can be viewed at [www.viennahouse.com/en/data-protection](http://www.viennahouse.com/en/data-protection).

#### **X. Final provisions**

1. Verbal ancillary agreements are only binding if they are confirmed in writing. Amendment or additions to the Contract or to this clause, the application acceptance or these General Terms and Conditions require the written form. Unilateral amendments or additions by the Guest are invalid.
2. The Hotel's registered office is the place of fulfilment and payment for all mutual obligations.
3. The exclusive court of jurisdiction - including for disputes involving checks and bills of exchange - is the objectively competent court in Vienna, provided that the contract partner is a businessman, legal person governed by public law, or special fund under public law.
4. If the contract partner has no general jurisdiction domestically, the Hotel's registered office has jurisdiction.
4. Austrian law applies. The UN CISG does not apply.
5. Should individual provisions of these General Terms and Conditions for the Hotel stay be or become invalid or void, this shall not affect the validity of the remaining provisions. In this case, the Parties shall agree on a new provision which comes as close as possible to the invalid provision in terms of its meaning.
6. In the event of difficulties in interpretation between the German version of the GTC and a version in another language, the German version shall take priority.

## **PART 2 SPECIAL TERMS AND CONDITIONS FOR HOTEL AGREEMENTS**

### **I. Room provision, handover and return**

1. The Guest acquires no claim for the provision of particular rooms if this has not been agreed in writing in the Hotel Agreement.
2. Booked rooms are available to the Guest from 15:00 of the agreed day of arrival. The Guest has no claim to be provided the room earlier. Insofar as a later time of arrival is not explicitly agreed or the room concerned has been paid for in advance, the Hotel has the right to give the booked room to other parties after 18:00, without the Guest being able to derive any claims against the Hotel from this. The Hotel's claims from Part I Clause V remain unaffected by this provision.

3. On the agreed day of departure, the rooms must be vacated by 11:00 at the latest and returned in undamaged condition. The Guest is liable for damages in accordance with Part 1 Clause VIII Number 1. If the Guest does not ensure that the room is available at 11:00 at the latest by vacating and releasing the room, the Hotel can demand the full price for the additional day. Further claims for compensation for damages of the Hotel remain unaffected by the payment of the agreed price. If the Hotel must accommodate guests in another hotel because the room was vacated late, the Guest bears all costs incurred for this. No contractual claims of the Guest shall be established by this. He is free to prove that no claim to charge for use or a significantly lower claim to charge for use was incurred by the Hotel.

## **II. Preparation of food, overcrowding, entering the hotel room**

1. It is prohibited to prepare food of any kind in the rooms.
2. The rooms may only be occupied by the number of guests stated in the booking. Part 1 IV Number 3 and Part 1 VI Number 3 apply.
3. Hotel employees are entitled to enter the hotel rooms during the Guest's stay for the purposes of cleaning, maintenance and in case of emergency.

## **III. Group bookings**

1. In the event of bookings of more than 8 rooms, separate terms and conditions and additional fees may come into force.

# **PART 3 SPECIAL TERMS AND CONDITIONS FOR EVENTS**

## **I. Changes in the number of participants and the time of the event**

1. The Hotel must be notified of any change to the booked number of participants by more than 5% at the latest ten business days before the start of the event; it requires the Hotel's written consent.
2. The Hotel shall in its invoice recognise a reduction in the number of participants by the Guest by a maximum of 5%, which was notified at least 3 business days before the start of the event. In the event of deviations which go beyond this, the originally agreed number of participants less 5% shall form the basis. The Guest has the right to reduce the agreed price by the expenses saved on the basis of the lower number of participants, to be proven by him. In doing so, the Guest's savings must be included with the granted tolerance of 5%.
3. In the event of a deviation in accordance with the above, the actual number of participants will be charged. Should the number of participants be exceeded by more than 5%, in certain circumstances the desired menu can no longer be served, unless the Hotel agreed to the change.
4. In the event of deviations in the number of participants by more than 10%, but to which the Guest has no claim, the Hotel is entitled to re-determine the agreed prices as well as to change the confirmed rooms, unless this is unreasonable for the Guest.
5. If the agreed start or finish times of the event are postponed and the Hotel agrees to these deviations, the Hotel can charge appropriately for the additional commitment, unless the Hotel is at fault. If the agreed end times of the events are postponed and if the Hotel must accommodate guests in another Hotel because the rooms were vacated late, the Guest bears all costs incurred for this. Further claims for compensation for damages of the Hotel remain unaffected by this.
6. In case of events which extend beyond 23:00, the Hotel can charge staff costs on the basis of itemised reports for this time. Furthermore, the Hotel can pass on travel costs for the staff on the basis of itemised reports if the staff had to return home after public transport ceased and incurred additional costs as a result.

## **II. Bringing along food and drinks**

The Guest may generally not bring along food and drinks to events. Any exceptions require a written agreement with the Hotel. In these cases, a fee to cover overheads will be charged. In the event of infringement, the Hotel is entitled to demand a lump-sum amount as compensation for damages per participant, applying Part 1 Clause IV Number 6 and 7 accordingly for the loss incurred, which the Hotel would have received for the performance of the service. The Hotel assumes no liability whatsoever for damages to health related to the consumption of food and drinks taken along by the participants.

## **III. Technical equipment and connections; official permits**

1. Insofar as the Hotel procures technical and other equipment from third parties for the Guest on its request, it acts on behalf of, on the authority of and on the account of the Guest. The Guest is liable for the careful handling, proper operation and proper return, including of the Hotel's own systems. The Guest indemnifies the Hotel from all third-party claims arising from the transfer of this equipment.
2. The use of the Guest's own electric systems using the Hotel's power supply requires the Hotel's written consent. Any disruptions or damages to the Hotel's systems resulting from the use of this equipment shall be at the expense of the Guest, insofar as the Hotel is not responsible for this. The Hotel may record and charge as a lump sum the power costs incurred from such use.
3. The Guest is entitled to use its own data transfer equipment (e.g. telephone) with the Hotel's consent. The Hotel can demand a connection fee for this.
4. If suitable systems of the Hotel remain unused because the Guest's own system is connected, a compensation fee for loss can be charged.
5. Disruptions or damages to the systems, technical or other equipment provided by the Hotel shall be remedied immediately at the Guest's costs where possible.
6. The Guest must provide the necessary official permits, requirements and approvals on time at its own costs for the event, he is responsible for complying with public law requirements and other provisions, compliance with the provisions on noise protection, the protection of young

people etc. as well as the payment of fees incurred for the public use of music (e.g. AKM, GEMA). The Guest indemnifies the Hotel for any uses in connection with this Number 6.

#### V. Loss of or damage to items brought along

1. Display items or other, including personal, items brought along are at the Guest's risk in the event rooms or in the hotel. The Hotel assumes no liability for loss, destruction or damage, including for pecuniary losses, except in the event of gross negligence or intent of the Hotel when fulfilling contractual obligations. In addition, all cases in which the safekeeping represents a duty typical to the contract on the basis of the circumstances in the individual case are excluded from this exemption from liability. Apart from the cases mentioned in Sentence 3, a safekeeping contract requires explicit agreement.
2. Decorative materials brought along must comply with the fire safety technical requirements. The Hotel may request a corresponding official certificate. If such proof is not provided, the Hotel is entitled to remove the decorative material brought in at the Guest's costs or to prohibit the material from being put up. Due to possible damages, the display and putting up of decorative material must be coordinated with the Hotel in advance.
3. Display or other items brought along must be removed immediately after the end of the event. If the Guest fails to do this, the Hotel may undertake removal and storage at the Guest's expense. If the items remain in the event room, the Hotel can charge a suitable compensation for use for the duration they remain. The Guest is free to prove that the claim made by the Hotel has not arisen or has not arisen in the amount claimed.
4. Other remaining items of the event participants shall only be sent on request from and at the risk and costs of the participant concerned. The Hotel keeps the items safe for three months; after this period, they shall be handed over to the local lost and found office if they have a recognisable value. The Guest must bear the costs of safekeeping. If there is no recognisable value, the Hotel reserves the right to destroy the items at the Guest's costs. after the expiry of the period.
5. The Hotel is liable pursuant to Part 1 Clause VII Number 2 for items of the Guest brought in.
6. Packaging material which accumulates in connection with the supply of the event by the Guest or third parties must be disposed of by the Guest before or after the event. Should the Guest leave packaging material behind in the Hotel, the Hotel is entitled to remove it at the Guest's costs.

## PART 4 PROCESSING OF PERSONAL DATA ON BEHALF OF COMPANIES AS ORDERERS (DATA PROCESSING CLAUSE)

1. Within the scope of the execution of hotel services, the Hotel sometimes also processes personal data within the meaning of the General Data Protection Regulation (GDPR) as processor for various Orderers as "controller".
2. The Hotel and the Orderer comply with the applicable data protection law framework provisions and the General Data Protection Regulation (GDPR) according to their role as controller or processor, as set out below.
3. For the purposes of this Part 3 of the GTC, data processing relates to all processes which are carried out with personal data, e.g. collection, recording, organisation, structuring, storage, adjustment or amendment, access, use, disclosure by transfer, dissemination or other provision, comparison or combination, restriction, erasure or destruction.
4. For the purposes of the use of services of the Hotel, in particular to fulfil and administer reservation requests, manage customer stays, fulfil communication requests, complaint management, fulfil statutory obligations, the following data categories can be processed by the Hotel or the Orderer to fulfil the Contract.
  - a) Guest data (e.g. personal data, family status data)
  - b) Booking information (e.g. travel data, room information, individual behaviour during stay, vehicle data, information about accompanying persons)
  - c) Payment information (e.g. billing details, credit card information)
  - d) Online data (e.g. IP addresses, information on end devices, session IDs)
5. In the event that bookings are processed by the Hotel on behalf of an Orderer, the Parties recognise that the Orderer is the controller for the data processing, while the Hotel is the processor of this data, and processes these data according to the instructions of the controller contained in these terms and conditions:
6. The Orderer is the controller of the processed personal data of Guests, which were transferred to the Hotel as the processor for the purposes of executing the booking and managing the Guest's stay.
7. In its capacity as processor, the Hotel undertakes:
  - a) to only process the personal data of the Guests conveyed by the Orderer on the documented instruction of the controller for the processing, whereby these terms and conditions are sufficient as instruction for this. Processing the data for the Hotel's own purposes is generally prohibited. The Orderer must inform the processor where necessary about the transfer of personal data to a third country, unless this is not required according to EU law or the law of the Member State which the processor is subject to; in this case, the processor informs the controller before the processing, unless this law prohibits such information for substantial reasons in the public interest.
  - b) to ensure that the persons authorised to process the personal data have been obligated to maintain confidentiality or are subject to a corresponding statutory obligation of confidentiality;

- c) to take all necessary measures to safeguard the confidentiality of the personal data of guests and the security of the processing (through suitable technical and organisational measures according to the GDPR);
- d) In this context, the Hotel is entitled to appoint necessary (also supporting) sub-contractors with the fulfilment of the contractual services, provided that it is ensured that these comply with the provisions of these terms and conditions. However, the processor is in any case not entitled to transfer whole services which are the subject of the agreement to sub-contracted processors. The processor must inform the controller about any intended change in relation to the enlistment or replacement of other processors, so that the controller has the opportunity to object to such changes. The processor is obliged to conclude in writing all agreements required within the meaning of Art. 28 Para. 4 GDPR with the sub-contracted data processor.
- e) taking into account the nature of the processing, to support the controller through suitable technical and organisational measures, insofar as this is possible, so that the controller can comply with its obligation to react accordingly to the exercise of the rights established in the GDPR by the data subjects.
- f) as the controller chooses, to erase all personal data of guests which have been provided to the processor by the Orderer (directly or indirectly), or as the controller chooses, to return such data and erase existing copies, unless the legal provisions of the European Union or the Member State prescribe the storage of personal data;
- g) to provide the controller with all information required to prove compliance with the aforementioned obligations and to facilitate and to contribute to the execution of audits by authorities, by the controller or by persons authorised by it.