

# Residence Inn® Marriott.

General Terms and Conditions Governing the rental of seminar, conference, banquet, and meeting rooms and the provision of deliveries and services associated with these

## 1. Scope of validity

These General Terms and Conditions ("GTC") govern the rental of hotel rooms for accommodation purposes as well as the rental of seminar, conference, banquet and meeting rooms for holding events such as seminars, meetings, banquets, exhibitions and presentations, plus all the deliveries and services associated with these that are provided by SV Hotel Deutschland GmbH ("hotel") to the customer ("customer"). The customer's General Terms and Conditions are not applicable.

## 2. Conclusion of the contract

The details of the services ordered by the customer and confirmed by the hotel are governed by the contract between the customer and the hotel ("contract"). This contract comes into force when the customer submits written acceptance of the hotel's quotation and returns it to the hotel. If the quotation is not sent back to the hotel within the deadline specified by the hotel, the quotation will lose its validity. In the event of any discrepancies between the contract and the GTC, the agreements concluded in the contract will take precedence.

## 3. Prices, advance payment, payment deadlines, billing

The customer is obliged to pay the agreed prices of the hotel for the services stipulated in the contract and for any other services taken up. Unless special prices are expressly agreed on in writing, the hotel prices valid at the time the service is provided will apply in each case. The prices include statutory value-added tax. In the event of an increase in the value-added tax, the prices will be aligned accordingly. If more than six months elapse between the signing of the contract and the taking up of the services, the hotel reserves the right to adjust the prices by an appropriate amount.

The hotel is entitled to request an advance payment or a payment by way of security from the customer when the contract is concluded. The details will be governed in the contract. For the rest, the hotel will bill the customer immediately after the service has been provided.

The hotel's invoices are payable within 30 days of the date of the invoice without any discount. In the event of the customer failing to meet this deadline, the hotel will charge the customer interest on arrears at a rate of 5% p.a. plus the cost of reminders.

Services ordered by the participants at an event (e.g. hotel rooms, underground car park, drinks, etc.) will be charged to the customer if these have not been paid for by the event participants at the time they leave the hotel at the latest. "No shows" (rooms reserved by event participants but not taken up, which are not cancelled one day prior to the date of arrival at the latest) will be charged to the customer in their entirety.

If the agreed starting or ending times of the event are changed, the hotel will be entitled to bill the customer accordingly for the extra work involved. In particular, the hotel will be entitled to charge the customer a special supplement for personnel at evening events that continue beyond 00:00.

Insofar as the hotel disposes of packaging material or other waste for the customer, the hotel will be entitled to bill the customer for the costs incurred.

## 4. Withdrawal or cancellation by the customer; shifting of starting/ending times

The customer is fundamentally not entitled to withdraw from the contract or cancel it. The parties may reach a written agreement to the contrary and may, in particular, agree to the customer having the right to withdraw from the contract in writing, within a certain deadline, either fully or partially free of charge. The starting and ending times may only be shifted if written confirmation is obtained from the hotel. *he costs owed by the customer in the event of a cancellation or renunciation of services which is not free of charge will be governed by the contract. In the case of a cancellation or the renunciation of services, the customer will be fully liable for the cancellation and renunciation costs agreed on in the contract. In addition to the full or partial room rental or hotel room price (as a function of the cancellation terms), the customer will also be liable for lost sales. If a lump-sum price for food has been agreed on per participant, the lost food sales will be based on the agreed number of participants and the lump-sum prices agreed on per participant. If no set-meal price has been agreed on as yet, the cheapest three-course set meal offered by the hotel for events of the type in question will be taken as a basis. The hotel reserves the right to claim for further lost sales.*

## 5. Withdrawal by the hotel; shifting of starting/ending times

Insofar as it has been agreed that the customer can withdraw from the contract within a specific period of time, the hotel will similarly be entitled to withdraw from the contract within this same period of time if enquiries have been received from other customers for the hotel or event rooms booked and the customer is not prepared to give up their right to withdrawal when asked by the hotel. In this case, the customer does not owe the price and is also not entitled to claim compensation.

If a contractually agreed advance payment or payment by way of security is not paid even after an additional period of time has been granted by the hotel, the hotel will similarly be entitled to withdraw from the contract.

In addition, the hotel is entitled to withdraw from the contract at any time for objectively justified reasons, or to shift the starting and ending times, in cases such as:

- if the hotel is unable to fulfil the contract due to force majeure or other circumstances for which the hotel is not responsible;

- if events and/or services have been booked under the misleading or incorrect specification of key facts (such as the customer, purpose, etc.);

- if the hotel has justified reason to believe that the event and/or provision of services could jeopardize the smooth running of business at the hotel, the safety of the hotel, or the hotel's reputation amongst the public, without this being attributable to the hotel's sphere of control or organization.

If the hotel withdraws on legitimate grounds or shifts the starting and ending times, the customer will not be entitled to claim compensation. If the customer is responsible for the hotel's withdrawal, the customer will be obliged to pay the price as per Paragraph 3 in its entirety. The hotel reserves the right to assert further claims for damages.

The customer is obliged to inform the hotel without being asked if the event and/or the provision of services is likely to attract public interest or could damage or jeopardize the hotel's good standing or other interests on account of its content or character.

## 6. Number of participants and/or rooms

The hotel and the customer agree in the contract on the planned number of participants at the event ("agreed number of participants") and the planned number of hotel rooms required ("agreed number of rooms"). The customer will notify the hotel of the definitive number of event participants ("definitive number of participants") and the definitive number of hotel rooms required ("definitive number of rooms") by the date specified in the contract at the latest. If no notification is given on time, the agreed number of participants and the agreed number of rooms, respectively, will be regarded as definitive.

If the definitive number is greater than the agreed number, the price will be calculated on the basis of the definitive number of participants and the definitive number of rooms, respectively.

*The costs owed by the customer in the event of a reduction in the number of participants and rooms are governed by the contract. The provisions of Paragraph 4 apply when calculating food sales. If the number of participants deviates by more than 10%, the hotel will additionally be entitled to adjust the agreed prices per participant and/or per room and to swap the confirmed rooms. In the event of a deviation of more than 25%, the price for 75% of the agreed number of participants and/or the agreed number of rooms will apply in all cases. If the definitive number of rooms is less than ten rooms per night, any group rate that has been offered will no longer be valid, and the prices valid on the day will apply.*

## 7. Own food and drink

The customer may not bring any food or drink to events and is obliged to ensure that their employees, agents and participants do not bring any food or drinks. Exceptions require a written agreement with the hotel. The hotel will levy a service charge in such cases.

## 8. Additional operational requirements

Unless agreed otherwise, newspaper advertisements and other advertising measures by the customer that refer to events in the hotel require the hotel's prior written consent. If advertising is published without this consent, the hotel will be entitled to withdraw from the contract for an objectively justified reason as per Paragraph 5.

The customer is required to obtain all the necessary permits for their event, at their expense. In the case of musical events, the customer must similarly submit notification to the copyright collection association where this is necessary.

General Terms and Conditions Governing the rental of seminar, conference, banquet, and meeting rooms and the provision of deliveries and services associated with these

The setting up or affixing of decoration material or other objects which could damage the walls or other fittings in the hotel, or could impair its appearance, require the hotel's written consent. It is not permitted to set anything up in the lobby as a matter of principle. The customer must ensure that the decoration material and other objects meet the requirements laid down by the fire authorities. The hotel is entitled to demand corresponding proof, issued by the authorities. Any decorative objects and exhibits are to be removed at the end of the event without delay. If the customer fails to do this, the hotel will take charge of removal and storage, at the customer's expense. If the objects remain in the room in which the event was held, the hotel will be entitled to charge the customer an appropriate room rental for the time they remain there.

## RESIDENCE INN MUNICH CITY EAST

Orleansstraße 81-83, 81667 München, Deutschland  
+49.89.558925.0 [Marriott.com/MUCRI](http://Marriott.com/MUCRI)

SV Hotel Deutschland GmbH

Elisabeth-Selbert-Straße 13, 40764 Langengeld, Deutschland  
UST-ID DE 275.527.137, Steuernummer 135/5767/0640

Operated under license from Marriott International, Inc. or one of its affiliates.

During events, the customer is obliged to ensure that the volume is suitably aligned to the environment (hotel), especially if events continue after 00:00. The hotel is entitled to control the volume to such an extent as to ensure that the surroundings are not impaired.

The customer and also their employees, agents and participants are not permitted to enter any rooms other than the event venue.

The exits must be kept free at all times.

Basic technical facilities (electricity, light) are included in the contractually agreed remuneration. Additional technical or other facilities will be provided by the hotel, or acquired from third parties, for an additional charge. Insofar as the hotel acquires technical or other facilities from third parties for the customer, at the latter's request, the hotel will act on behalf of and for the account of the customer. The customer is liable for the careful handling and orderly return of the technical facilities and will release the hotel from all claims made by third parties resulting from the provision of technical facilities.

The customer requires the written consent of the hotel before they are permitted to use electrical equipment of their own that is connected up to the hotel electricity supply. Any disruptions and/or damage to the hotel's technical systems that are caused by the use of equipment of this type will be borne by the customer. The hotel will be entitled to charge the customer a lump sum to cover the electricity costs incurred through the use of such equipment.

Malfunctions in technical or other facilities made available by the hotel will be rectified as soon as possible. The hotel declines all responsibility for malfunctions of this type. The customer is not entitled to retain payments either in full or in part on account of malfunctions.

#### **10. Liability, loss or damage of items brought into the hotel**

The customer is obliged to hold the hotel completely harmless for services rendered by third parties at the customer's request, and especially for demands from copyright collection associations. The customer is liable, without regard to fault, for any loss or damage caused by their employees, agents and event participants, and also for any loss or damage caused by the customer themselves. If the hotel so requests, the customer must furnish evidence of appropriate liability insurance cover.

Any exhibits or other items, including personal items, brought into the hotel are there at the customer's own risk. The hotel does not assume any liability for loss, damage or destruction, including pecuniary loss, except in the case of gross negligence or intent on the part of the hotel.

The customer is obliged to make sure that their employees and agents strictly observe the provisions of the contract and these GTC, the instructions issued by hotel employees and, in particular, the following: (1) smoking ban throughout the hotel premises; (2) clean, intact dress; (3) consumption of food only in areas allocated for food consumption; and (4) deliveries only via the hotel's incoming goods unit. The customer will be liable for damage in the event of any violation.

Items of value and cash can be deposited free of charge in the hotel safe provided that capacity is available. The individual cloakroom provisions apply for cloakrooms (in particular, no liability for non-guarded cloakrooms). Otherwise, the hotel does not assume any liability for items that are brought into the hotel.

For the rest, the hotel declines any liability except in the case of gross negligence or intent.

#### **11. FORCE MAJEURE**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

#### **12. Final provisions**

If individual provisions of the present GTC are ineffective or invalid, this will not affect the validity of the remaining provisions. Any agreement to the contrary must be in written form in order to be valid.

#### **13. Jurisdiction and applicable law**

The present GTC and the contracts concluded on the basis thereof are subject to German law. It is agreed that the courts of Munich will be competent. The hotel will also be entitled to take legal action at the customer's head office or domicile.

Munich, 06.09.2011

**RESIDENCE INN MUNICH CITY EAST**  
Orleansstraße 81-83, 81667 München, Deutschland  
+49.89.558925.0 [Marriott.com/MUCRI](http://Marriott.com/MUCRI)

SV Hotel Deutschland GmbH  
Elisabeth-Selbert-Straße 13, 40764 Langengeld, Deutschland  
UST-ID DE 275.527.137, Steuernummer 135/5767/0640

Operated under license from Marriott International, Inc. or one of its affiliates.