

# GENERAL TERMS AND CONDITIONS OF MADISON HOTEL GMBH

## § 1 AREA OF APPLICATION

These General Terms and Conditions shall apply to any contracts and agreements that are concluded with MADISON Hotel GmbH, Hamburg for the temporary use of hotel rooms, event venues as well as for all the related services associated therewith. General terms and conditions of the contracting parties will only be valid when the MADISON Hotel GmbH has agreed to them in writing.

## § 2 CONTRACT CONCLUSION

- 1) Offers of the MADISON Hotel GmbH are always non-binding. A binding contract only comes into effect after a declaration of acceptance / booking confirmation by the MADISON Hotel GmbH has been made. This can be made verbally or by telephone.
- 2) The contracting party of the hotel is the respective contract partner. Should the contract partner is acting for a third party, the contract partner will only be released from their liability, when the third party confirms the purchase to the MADISON Hotel GmbH and the MADISON Hotel GmbH agrees to the cost coverage in writing.

## § 3 PRICES, PAYMENT, SET-OFF

- 1) The prices agreed for the services of MADISON Hotel GmbH shall include the respective legally valid value added tax. Should the value added tax included in the prices be increased through legal provisions, then the hotel shall be entitled to adjust the agreed prices accordingly without a previous and separate agreement on the part of the customer.
- 2) The prices will be quoted in Euro and are to be paid by the contracting party in Euro. When paying in foreign currency all exchange rate fluctuations, bank fees and all further additional costs shall be borne by the contracting party.
- 3) The MADISON Hotel GmbH is authorized to carry out an appropriate retroactive increase of the contractually agreed price – maximum 10% – if more than four months have elapsed between contract conclusion and performance of a contract and the price generally charged by the MADISON Hotel GmbH for such services has increased by at least the same amount.
- 4) Should the contracting party subsequently wish to change their booking e.g. the number of booked rooms, length of stay, change in number of guests etc. the MADISON Hotel GmbH is no longer bound to the originally agreed price and may change these.
- 5) The MADISON Hotel GmbH shall be authorized both upon conclusion of the contract and thereafter to require payment in advance and an appropriate security deposit. A total amount of at least 50% of the agreed service price shall be considered as appropriate.
- 6) For new contracting parties, groups, events or for contracting parties who do not have a domicile and/or principal place of business within Germany, the MADISON Hotel GmbH may in any case require at least a security in the full amount of the price.
- 7) If the sum of payment demands not yet due to MADISON Hotel GmbH for services already rendered exceeds an amount of EUR 250.00 or if services are used for a period which exceeds one week, then MADISON Hotel GmbH shall be authorized to request payment for the accrued sums in the form of interim payments.
- 8) Payment demands made by the MADISON Hotel GmbH are to be paid immediately upon submission of the invoice in cash and without any deductions whatsoever. This is also valid for interim invoices, for invoices for advance payments and for security deposits.
- 9) The contracting party shall not have a right of retention for payment demands due to the MADISON Hotel GmbH. The contracting party may set off his or her own demands for payment against those of the hotel only insofar as they are undisputed or legally enforceable. The same is valid for the assertion of the right of retention by a contracting partner.

## § 4 PROVISION OF ROOMS, DELIVERY, RETURN

- 1) Rooms are let exclusively for the purpose of providing accommodations and exclusively to the contracting party or the guest. Neither the guest nor the contracting party shall be permitted to pass on rooms to any other persons or to use the rooms for purposes other accommodations without the prior written consent of MADISON Hotel GmbH. In the case the contracting party is not a consumer, § 540 Section 1 Sentence 2 of the German Civil Code does not apply. Refusal of such permission shall not serve as grounds for cancellation.
- 2) The contracting party and/or the guest shall neither acquire a claim to provision of a particular room and nor have a say with regard to allocation of the other hotel rooms and premises.
- 3) Reserved rooms shall be made available starting at 3:00 p.m. on the agreed date of arrival.
- 4) Rooms shall be made available to the MADISON Hotel GmbH at 12:00 noon at the latest on the agreed day of departure. Afterwards, the hotel may charge 50% of the full price of the respective accommodations (list price) beyond any damage incurred for additional use of the room up to 3:00 p.m. and 100% as of 6:00 p.m.

## § 5 CANCELLATION BY THE CUSTOMER

- 1) The contracting party is obligated to pay the full contractually agreed price even when the contracting party does not take advantage of the services provided by the MADISON Hotel GmbH. However, MADISON Hotel GmbH shall take the amount saved as a result of the unclaimed service(s) into consideration. A blanket amount of 20% of the agreed price of the respective service shall be considered as the amount of the expenditures saved. It is open to both contracting parties to prove any substantially deviating amount. Moreover, MADISON Hotel GmbH shall take any benefit which it acquires as a result of other use of its service(s) into account. In this regard MADISON Hotel GmbH shall be obliged to put the service(s) on offer again in the usual manner within the scope of its entire range of products and services; however, MADISON Hotel GmbH may negotiate its other services in the first instance.

- 2) The provision made in §5 clause 1) is also applicable in the case a contracting party departs early. The contracting party is then obligated to pay the agreed price for the contractually agreed but not used nights in accordance to §5 clause 1).
- 3) Contrary to §5 clause 1) a contracting party may withdraw from the contract / cancel already booked hotel rooms under compliance with the following deadlines and conditions:
- a) Bookings outside trade fair times**
- |                             |   |
|-----------------------------|---|
| The booking of 1 to 3 rooms | 100% of the booked nights, when the withdrawal/cancellation takes place before 6 p.m. on the day of arrival                           |
| The booking of 4 to 9 rooms | 100% of the booked nights, when the withdrawal/cancellation takes place before 6 p.m. of the seventh day prior to the date of arrival |
| The booking of 4 to 9 rooms | 25% of the booked nights, when the withdrawal/cancellation takes place before 6 p.m. on the day before the day of arrival             |
- b) Booking during trade fair times**
- |                             |   |
|-----------------------------|---|
| The booking of 1 to 3 rooms | 100% of the booked nights, when the withdrawal/cancellation takes place before 6 p.m. on the third day before the day of arrival        |
| The booking of 4 to 9 rooms | 100% of the booked nights, when the withdrawal/cancellation takes place before 6 p.m. on the twenty-first day before the day of arrival |
| The booking of 4 to 9 rooms | 50% of the booked nights, when the withdrawal/cancellation takes place before 6 p.m. on the fourteenth day before the day of arrival    |
| The booking of 4 to 9 rooms | 25% of the booked nights, when the withdrawal/cancellation takes place before 6 p.m. on the third day before the day of arrival         |
- 4) The contracting party can find the time periods for “outside trade fair times” and “during trade fair times” before his booking on the Internet site of the MADISON Hotel GmbH. A corresponding reference is also made on the booking confirmation, if this is made in writing.

#### **§ 6 EVENTS ROOMS – PROVISION, PARTICIPANT NUMBERS, USAGE**

- 1) The provision of event rooms takes place solely for the carrying out of events such as banquets, seminars, conferences, exhibitions and presentations by the contracting party. Without written consent by the MADISON Hotel GmbH the contracting party is prohibited to entrust the event rooms to another person or to use it for other than for the agreed purposes. In the case the contracting party is not a consumer, § 540 Section 1 Sentence 2 of the German Civil Code does not apply. Refusal of such permission shall not serve as grounds for cancellation.
- 2) The MADISON Hotel GmbH shall be entitled to allocate an event room other than the contractually agreed room to the contracting party, when this is reasonable for the contracting party. This is especially the case, when the new event room is comparable with regards to capacity and furnishings to the original event room and is at least equally suitable for carrying out the event.
- 3) The event rooms shall be provided to the contracting party at the written time of agreement. Usage outside the agreed times can be prohibited by the MADISON Hotel GmbH. Should the usage not be prohibited, the MADISON Hotel GmbH can charge for this usage separately.
- 4) The contracting party is obligated to bindingly submit the number of participants three working days before the event. A reduction in the number of participants of up to 10% shall be recognized in the invoice by the MADISON Hotel GmbH. In the case of a deviation of more than 10% of the originally submitted number of participants is taken as a basis minus 10%. In the case of an upward deviation the actual number of participants shall be taken as a basis for the invoicing.
- 5) In the case of an upward deviation in the number of participants of more than 10% the MADISON Hotel GmbH can change the selection of food. The contracting party shall be notified about this change immediately.
- 6) The contracting party is prohibited from bringing own food and drink to the event, unless this has been agreed to in writing.
- 7) The contracting party is responsible for the proper disposal of the waste produced during and by the event. The MADISON Hotel GmbH shall be entitled to charge the contracting party the costs the disposal of any remaining waste and the therewith incurred costs for the cleaning of the room.
- 8) Any publications on the side of the contracting party on which the MADISON Hotel is stated as the event location must first be approved by the MADISON Hotel GmbH.

#### **§ 7 EVENT ROOMS – DECORATIONS, TECHNICAL EQUIPMENT, MUSIC**

- 1) The MADISON Hotel GmbH can obtain technical equipment and other furnishings from third parties at the request of the contracting party. In such a case the MADISON Hotel GmbH is acting on behalf and on account of the contracting party. The contracting party bears liability for the proper handling and orderly return. The contracting party exempts the MADISON Hotel GmbH from any claim made by a third party that may result from the provision and usage of such equipment and furnishings.

- 2) The contracting party is prohibited from installing decorating materials or other objects as well as bringing technical equipment without prior written consent by the MADISON Hotel GmbH. The contracting party is strictly liable for all damage to equipment, furnishings and or the inventory that occur during set-up, take-down and during the event itself that are not attributable to the MADISON Hotel GmbH.
- 3) The MADISON Hotel GmbH can demand technical and/or electrical equipment installed by the contracting party be approved by the TÜV and the contracting party provide a test certificate before operating the technical and/or electrical equipment.
- 4) The contracting party assumes full responsibility that all objects brought in by the contracting party comply with public law especially with the requirements of the fire safety regulations.
- 5) Should music be used/played during an event the contracting party is required to register the event with the GEMA.  
The contracting party exempts the MADISON Hotel GmbH from any claims which result from unauthorized use of the rights of the GEMA.

#### **§ 8 EVENT ROOMS – CONTRACTING PARTY'S LIABILITY**

- 1) The contracting party is liable for all damages that result from the participants of his event. The contracting party is also liable for all damages that result from third parties commissioned by the contracting party.
- 2) When and in as far as the contracting party employs the MADISON Hotel GmbH to install decorating material, connect of technical equipment or do other tasks that serve the preparation and carrying out of his event, then these employees act in the area of responsibility of the contracting party and are his vicarious agents / auxiliary persons. For damages that are, in such a case, caused by an employee of the MADISON Hotel GmbH, the contracting party is liable.

#### **§ 9 EVENT ROOMS – CONTRACT WITHDRAWAL / CANCELLATION BY THE CONTRACTING PARTY**

- 1) The contracting party is obligated to pay the full contractually agreed price even when the contracting party does not take advantage of the services provided by the MADISON Hotel GmbH. However, MADISON Hotel GmbH shall take the amount saved as a result of the unclaimed service(s) into consideration. A blanket amount of 10% of the agreed price of the respective service shall be considered as the amount of the expenditures saved. It is open to both contracting parties to prove any substantially deviating amount. Moreover, MADISON Hotel GmbH shall take any benefit which it acquires as a result of other use of its service(s) into account. In this regard MADISON Hotel GmbH shall be obliged to put the service(s) on offer again in the usual manner within the scope of its entire range of products and services; however, MADISON Hotel GmbH may negotiate its other services in the first instance.
- 2) Contrary to §9 clause 1) the following is valid:

Cancellation 3 months before the beginning of the event	free of charge
Cancellation up to 4 weeks before the beginning of the event	30% of the agreed price
Cancellation up to 1 week before the beginning of the event	50% of the agreed price
Cancellation up to 49 hours before the beginning of the event	75% of the agreed price
Cancellation from 48 hours to the beginning of the event	90% of the agreed price

The preceding cancellation fees already take into consideration the amount saved to the amount of 10% in accordance with §9 clause 1).

#### **§10 CANCELLATION BY THE MADISON HOTEL GMBH**

- 1) When the MADISON Hotel GmbH entitles a contracting party the right to cancel an agreement free of charge within a certain period, then the MADISON Hotel GmbH also has the same right to cancel the agreement within the same period. The cancellation right of the MADISON Hotel GmbH expires when the contracting party waives his right of cancellation.
- 2) The MADISON Hotel GmbH also has the right to withdraw from a contract when the contracting party does not make an advance payment or pay a security deposit at due date.
- 3) The MADISON Hotel GmbH shall be authorized to cancel the agreement when an objective justified reason exists. Such an objective justified reason is, for example, to be assumed in the following situations, whereby the following list is not all inclusive:
  - a) force majeure or any other circumstances which make performance of the contract impossible and for which the hotel may not be held responsible;
  - b) rooms and/or event rooms are booked under misleading or incorrect provision of essential information, e.g. with regard to the intended use or the identity of the contracting party or guest;
  - c) The MADISON Hotel GmbH has justified cause to assume recourse to the hotel service(s) may put the smooth operation of business, the security or the public reputation of MADISON Hotel GmbH at risk;
  - d) There are circumstances that give reasonable grounds to suspect that the purpose or reason for the guest's stay and/or the carrying out of an event is against the law;
  - e) The hotel room or event room is sublet or left to a third party;
  - f) An insolvency proceeding has been opened on the assets of the contracting party or such has been filed for.
- 4) In the case of a cancellation by the MADISON Hotel GmbH due to one of the reasons stated in § 10 clause 1) to 3) the contracting party has no right to damages or other compensation.

## §11 LIABILITY OF THE MADISON HOTEL GMBH AND STATUTORY LIMITATION

- 1) The liability of the MADISON Hotel GmbH shall be limited to willful intent and gross negligence. This does not apply to the violation of essential contractual duties and to damages such as loss of life, bodily injury or damage to health.  
In both these cases the MADISON Hotel GmbH shall be liable for ordinary negligence. An essential contractual obligation exists when the fulfillment of the contract enables proper implementation of the contract in the first place and the observance of which the contracting party regularly trusts and is entitled to expect.
- 2) In case of negligent breach of a fundamental contractual obligation liability is limited to the damages foreseeable and typically associated with the contractual obligations.
- 3) Objects of value (e.g. jewelry, fur coats and money etc.) must be deposited at the reception desk. The MADISON Hotel GmbH shall accept liability for the loss of objects of value such as jewelry, fur coats and money only in cases in which a separate contract of deposit has been concluded for this purpose and only in accordance with the stipulations of such a contract. In all other cases, the MADISON Hotel GmbH is liable under the statutory provisions (§§ 701 to 704 German Civil Code). For objects brought, liability shall be up to the hundredfold room price, but not exceeding 3.500,00 €, whereby for money, securities and valuables the liability limit is 800 €. The MADISON Hotel GmbH shall not be liable if the contracting party fails to notify the hotel of a loss, damage or destruction of his/her property immediately on becoming aware of such. This leads to the loss of a claim for compensation according to §703 Section. 1 German Civil Code.
- 4) Messages, mail and consignments of goods for guests are treated with care. The hotel takes over the delivery, storage and if desired forwarding of the same for a fee. This is not an essential contractual duty of the MADISON Hotel GmbH.  
The above explanations to § 11 clauses 1) and 2) are applicable to any damage/compensation claims.
- 5) Orders for waking calls are carried out by the MADISON Hotel GmbH with the greatest of care. Any claims to compensation for damages except due to gross negligence or intent shall be excluded.
- 6) Within the framework of events items and materials which are left in areas accessible to contracting parties and in the event facilities of the hotel shall not be considered as having been deposited if they have not been expressly accepted into the care of a person entitled to do so. The MADISON Hotel GmbH assumes no liability at events for the wardrobe or participants' valuables.
- 7) The statutory limitation period for claims made by the contracting party, in as far as they do not apply to injury to life, limb or health, is 6 months.
- 8) The above stated provisions to §11 Clauses 1) to 7) are valid in favor of the MADISON Hotel GmbH also in cases of non-contractual and legal claims.

## §12 DISPUTE SETTLEMENT PROCEEDURE

- 1) According to EU Regulation No. 524/2013 we point out the EU online dispute resolution platform to be found at <https://ec.europa.eu/consumers/odr/>
- 2) The MADISON Hotel GmbH is not obligated and not willing to participate in dispute settlement proceedings in front of a consumer arbitration board.

## §13 FINAL PROVISIONS

- 1) Any amendments or modifications to the present agreement, to acceptance proposal or these General Terms and Conditions must be made in writing. This shall also apply to the abovementioned requirement for the written form itself.
- 2) The place of payment and performance as well as the court of jurisdiction shall be the principal place of business of the MADISON Hotel GmbH, Hamburg.
- 3) The law of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the Conflict of Laws Code do not apply.
- 4) Should one or more of the aforementioned provisions of these General Terms and Conditions be invalid in part or as a whole or at a later point in time become invalid in part or as a whole, then the validity of the remaining provisions shall not be affected.