

## General Terms of Trade for the Conference Centres of the Archdiocese of Cologne (Conference Centre GTT)

### 1. Scope of validity

1.1 These Terms of Trade apply to all contracts concerning the rent of hotel rooms for accommodation and to all other services and supplies provided by the Conference Centre for the customer in this context (hotel accommodation contract). These Terms of Trade furthermore apply to all contracts concerning rent of the Conference Centre's congress, banquet and event facilities to hold events (such as banquets, seminars, meetings, exhibitions and presentations) and to all further services and supplies provided by the Conference Centre for the customer in this context (events).

1.2 Prior approval from the Conference Centre in text form is required for sub-letting or renting on the rooms, facilities, space or cabinets provided and for invitations to interviews, sales actions or similar events, whereby § 540 Para. 1 Clause 2 BGB is excluded, insofar as the customer is not a consumer.

1.3 The customer's terms and conditions do not apply unless this has been specifically agreed in advance.

### 2. Conclusion of contract, liability, expiry by limitation of time

2.1 The Conference Centre and the customer are the parties to the contract. The contract enters force when the Conference Centre accepts the customer's application. The Conference Centre can confirm bookings of event contracts or hotel accommodation contracts in writing at its discretion. If the customer is a political association or a religious community which does not belong to the working group of Christian Churches, contracts concerning the performance of events require the written form.

2.2 The Conference Centre is liable for fatalities, physical injuries or harm to health for which it is culpable. The Conference Centre is furthermore liable for other damages and losses attributable to a malicious or grossly negligent infringement of duty on its part or to a malicious or negligent infringement of duties typical for the contract on its part. An infringement of duty on the part of the Conference Centre is equivalent to that of one of its legal representatives or vicarious agents. Further-going claims to damages are excluded, unless regulated otherwise in section 10. If the Conference Centre becomes aware of or if the customer complains promptly of disturbances or deficiencies in the Conference Centre's services, the Conference Centre shall make every effort to rectify the defects. The customer is obliged to do everything within reason to help to rectify the disturbance and to keep potential losses as low as possible. In addition, the customer is obliged to notify the Conference Centre in good time if there is any likelihood that unusually high losses may be incurred.

2.3 The Conference Centre performs requests for wake-up calls with great care. Messages, post and goods shipments for guests are likewise handled with care. The Conference Centre delivers, safeguards and - on request and in return for remuneration - sends the same on. The Conference Centre is liable in this context only to the extent of subsections 2.1 and 2.2 above.

2.4 As a matter of principle, all claims against the Conference Centre expire by limitation of time in one year from the date that limitation as prescribed by law begins. This does not apply to claims to damages or to other claims, insofar as the latter are attributable to a malicious or grossly negligent infringement of duty on the part of the Conference Centre.

### 3. Services, prices, payments and offsetting

3.1 The Conference Centre is obliged to provide the rooms ordered by the customer and to deliver any other services agreed.

3.2 The customer is obliged to pay the prices agreed with or charged by the Conference Centre for these and other services. The same applies to services ordered directly by the customer or through the Conference Centre which are provided by third parties and charged in advance to the Conference Centre. This particularly applies to claims pursued by copyright collection societies.

3.3 The prices agreed include the taxes prevailing at the date the contract is concluded. They do not contain local charges, which the customer itself owes in accordance with municipal bye-laws, (such as visitor's tax or city tax). The prices shall be adjusted accordingly if the rate of value-added tax changes or if local charges concerning the object of contract are newly introduced, amended or abolished after conclusion of contract. In case of contracts with consumers, this only applies if the time between the conclusion and the fulfilment of contract is longer than 4 months.

3.4 If the customer subsequently requests a change to the number of rooms booked, to the hotel services or to the duration of the customer's stay and the Conference Centre agrees to this, the Conference Centre can increase the price for the rooms and/or for the other services provided by the hotel.

3.5 Unless some other date of maturity is stated, the Conference Centre's invoices are payable within 10 days of receipt of invoice without deductions. The Conference Centre can demand that the customer pays due claims immediately at any time. If the customer is in default of payment, the applicable legal provisions apply. The Conference Centre is allowed to demonstrate higher losses.

3.6 The Conference Centre is entitled to demand a reasonable down payment or security (e.g. in the form of a credit card guarantee) from the customer upon conclusion of contract. The amount of the down payment and the date on which it is due can be agreed in text form in the contract. If the customer is in default of payment, the applicable legal provisions apply.

3.7 In justified cases (e.g. if the customer is in arrears with payments or the scope of the contract is enlarged), the Conference Centre is entitled to demand a down payment or security in the sense of sub-section 3.6, even after conclusion of contract, up to the time that the event starts or the stay begins, or to increase the down payment or security agreed in the contract up to the full amount of the remuneration agreed.

3.8 The customer cannot offset its counter-claims against those of the Conference Centre unless such counter-claims are undisputed or have been established by a court of law.

### 4. Withdrawal by the customer (cancellation, postponement)

4.1 The customer cannot withdraw from the contract concluded with the Conference Centre unless a right of withdrawal has been specifically agreed in the contract, unless some other legal right of withdrawal exists or if the Conference Centre expressly agrees to the rescission of contract. A right of withdrawal and any approval given for a rescission of contract shall be agreed in writing.

4.2 If the Conference Centre and the customer have agreed a date by which the customer can withdraw from the contract without incurring costs, the customer can then withdraw from the contract up to that date without incurring costs or triggering claims to damages on the part of the Conference Centre. The customer's right of withdrawal expires if it has not exercised its right of withdrawal vis-à-vis the Conference Centre by the agreed date.

4.3 If a right of withdrawal has not been agreed or has already expired, the customer has no legal right of withdrawal or termination. If the Conference Centre does not agree to a rescission of contract, it retains its claim to the agreed remuneration, even though it has not provided its services. The Conference Centre shall offset the income it earns from renting the facilities/rooms elsewhere and expenses saved against this remuneration. A flat rate can be applied to expenses saved as per sub-section 4.4 (events) or sub-section 4.5 (hotel accommodation contract). The customer is allowed to demonstrate that this claim did not arise in the amount demanded, or that no extra costs were incurred at all. The Conference Centre is allowed to demonstrate that it has accrued a higher claim.

4.4 If the customer withdraws from an event between the 40th and the 30th calendar day before the event is due to start, the Conference Centre is entitled to charge 35% for lost food revenue in addition to the agreed rental price. If the customer withdraws up to the 2nd day before the event is due to start, 70% of lost food revenue is charged. Food revenue is calculated using the following formula: price agreed for the menu x number of participants. If a price has still not been agreed for the menu, the cheapest 3-course menu offered for the event in question is then taken as the basis. If a flat rate per participant has been agreed, the Conference Centre is entitled to charge 60% of the daily rate x the number of participants agreed for a withdrawal between the 40th and the 30th calendar day before the event was due to start, and 85% for a withdrawal up to the 2nd day before the event is due to start.

4.5 If the customer withdraws from a hotel accommodation contract, the Conference Centre is entitled to charge the following flat rates:

- 10% of the room price up to the 31st day before arrival
- 20% of the room price up to the 21st day before arrival
- 40% of the room price up to the 11th day before arrival
- 60% of the room price up to the 7th day before arrival
- 80% of the room price up to the 2nd day before arrival

### 5. Withdrawal by the Conference Centre

5.1 If it has been agreed that the customer can withdraw from the contract by a certain date without incurring costs, then Conference Centre is then also entitled to withdraw from the contract by this date if it has received inquiries from other customers for the rooms or event facilities booked by contract, and the customer does not waive its right of withdrawal in response to a request from the Conference Centre, which shall set a reasonable period of grace for the reply.

5.2 If a down payment or security agreed or demanded as per sub-section 3.6 and/or sub-section 3.7 has not been paid or furnished, even after the Conference Centre has set a reasonable period of grace, the Conference Centre is entitled to withdraw from the contract.

5.3 The Conference Centre is a facility of the diocese of Cologne. If an event is directed against the Catholic Church, its practice of faith or its function in society, or could harm or publicly demean the reputation of the Church and its

teachings of faith and morals, the Conference Centre is entitled to terminate the contract with immediate effect. The same applies accordingly to hotel accommodation contracts.

5.4 The Conference Centre is furthermore entitled to withdraw from the contract under justified circumstances, particularly in the following cases:

- An Act of God or other circumstances beyond the control of the Conference Centre which make fulfilment of the contract impossible;
- Misleading or false information has been given when booking events, facilities or rooms or significant facts have been deliberately concealed. Significant facts in this sense can refer to the customer's identity, its ability to pay or the purpose of the stay. This particularly applies if the customer has concealed the fact that it is a political association or a religious community which does not belong to the working group of Christian Churches;
- The Conference Centre has justified reason to assume that the event could disturb the smooth running of its business operations or threaten the security or the reputation of the Conference Centre in public, without this being attributable to the Conference Centre's governance arrangements or sphere of organisation;
- The purpose of the event or the reason behind it is illegal;
- Subsection 1.2 is violated.

5.5 The customer does not accrue any claim to damages from a justified withdrawal by the Conference Centre.

### 6. Changes to the number of participants and the timing of events

6.1 The Conference Centre must be informed if the number of participants increases by more than 5%, at the latest 5 work days before the event begins. Such requires written approval from the Conference Centre. The settlement is based on the actual number of participants.

6.2 The Conference Centre must likewise be informed in good time if the number of participants is reduced by more than 5%, at the latest 5 work days before the event begins. The settlement is based on the actual number of participants, although at least on 95% of the number of participants initially agreed.

6.3 If the number of participants deviates by more than 10%, the Conference Centre is entitled to swap the confirmed facilities, thereby taking account of any difference in the rent for the facilities, unless such would be unreasonable for the customer.

6.4 If the times agreed for the start and end of the event are changed and the Conference Centre agrees to these changes, the Conference Centre can levy a reasonable surcharge for its additional services, unless the Conference Centre is culpable for such changes.

### 7. Bringing along own food and drinks

The customer may not bring along its own food and drinks to events as a matter of principle. Exceptions to this rule require a separate agreement with the Conference Centre. A contribution to cover overheads is charged in such cases.

### 8. Provision, handover and return of rooms

8.1 The customer does not accrue a claim to the provision of certain rooms, unless this has been specifically agreed.

8.2 Booked rooms shall be made available to the customer from 3 p.m. on the agreed date of arrival. The customer has no claim to earlier provision.

8.3 The rooms must be cleared and vacated at the latest by 10 a.m. on the agreed date of departure. After this time, the Conference Centre can charge for the delayed clearance of the room; this charge is 50% of the full price of the accommodation (list price) for extended use up to 6 p.m. and 90% after 6 p.m. The customer does not accrue any contractual claims on this account. The customer is allowed to demonstrate that the Conference Centre has accrued a much lower claim to remuneration for use or no claim at all.

### 9. Technical facilities and connections

9.1 If the Conference Centre procures technical devices and other equipment from third parties at the customer's request, this is done in the customer's name, on its behalf and for the account of the customer. The customer is liable for treating such equipment carefully and handing it back in proper condition. The customer releases the Conference Centre from all third party claims arising from the provision of such equipment.

9.2 Approval from the Conference Centre is required before the customer may connect its own electrical systems to the power grid. Disturbances or damage to the technical systems at the Conference Centre caused by using such equipment shall be charged to the customer, unless the Conference Centre is responsible for these. The Conference Centre can record and charge the electricity costs incurred from using such equipment at a flat rate sum.

9.3 With approval from the Conference Centre, the customer is entitled to use its own telephone, fax and data transmission devices. The Conference Centre can charge a connection fee for this.

9.4 A compensation fee can be charged if suitable systems available at the Conference Centre remain unused due to the connection of the customer's own systems.

9.5 Disturbances to technical devices or other equipment provided by the Conference Centre shall be rectified without delay, wherever feasible. Payments cannot be retained or reduced, unless the Conference Centre is responsible for such disturbances.

### 10. Loss of or damage to the customer's property

10.1 The customer brings exhibits or other objects, including personal items, into the Conference Centre and/or rooms and event facilities at its own risk. The Conference Centre accepts no liability for loss, destruction or damage, likewise not for asset losses, unless the Conference Centre is culpable of gross negligence or malice aforethought. Exceptions to this are fatalities, physical injuries and harm to health. Cases in which safeguarding represents a contractual duty due to the particular circumstances are likewise not included in this release from liability.

10.2 Decorative material brought along by the customer must conform to technical fire safety regulations. The Conference Centre is entitled to demand official evidence for this purpose. If such evidence is not presented, the Conference Centre is entitled to remove material already brought in at the customer's expense. Due to the risk of damage, advance permission is required from the Conference Centre for setting up and installing objects.

10.3 Exhibits or other objects brought along by the customer must be removed without delay at the end of the event. If the customer fails to do so, the Conference Centre can remove and store such items at the customer's expense. If such objects remain in the event facilities, the Conference Centre can charge a reasonable compensation fee for the time that it is forced to reserve the facilities.

10.4 The Conference Centre is liable to the customer for items it brings along in accordance with legal provisions. The Conference Centre recommends that its safe be used. If guests intend to bring money, securities and valuables worth more than EUR 800 with them or other items worth more than EUR 3,500, this requires a separate safeguarding agreement with the Conference Centre.

10.5 If a parking space is provided for the customer in the centre's garage or car park, this does not result in a safeguarding agreement, not even if a fee is levied for the parking space. If vehicles and their contents are lost or damaged whilst parking or driving on the centre's premises, the Conference Centre is only liable to the extent described in sub-section 2.2 above.

### 11. The customer's liability for damage

11.1 If the customer is a merchant, it is liable for all damage to buildings and inventories caused by participants or visitors to the event, by its staff, by other third parties for which it is responsible or which it causes itself.

11.2 The Conference Centre can demand that the customer furnishes reasonable security (e.g. in the form of a credit card guarantee).

### 12. NRW Special Building Code

As the organiser, the customer must observe the current version of the Special Building Code issued by the state of North Rhine/Westphalia when holding events in the facilities provided by the Conference Centre. This particularly applies to the regulations concerning the maximum number of chairs allowed and the duty of temporarily closing access ways and rooms if overfilling threatens.

### 13. Concluding provisions

13.1 Changes and supplements to this contract, to the acceptance proposal or to these General Terms of Trade require the written form. Unilateral changes or supplements made by the customer are invalid.

13.2 In commercial transactions, the place of fulfilment and payment and the sole place of jurisdiction is the location of the Conference Centre itself. This includes disputes involving cheques and bills of exchange. Cologne is the place of jurisdiction if a customer fulfils the prerequisites of § 38 Para. 2 ZPO and does not have a general place of jurisdiction in Germany.

13.3 German law shall prevail. The application of UN commercial law and of collision law is excluded.

13.4 Should individual provisions in these General Terms of Trade be or become unworkable or invalid, this shall not affect the workability of the remaining provisions. Legal provisions apply in addition.