General Terms of Business for the Radisson Hotel Leipzig Groups, Meetings & Events

Information sheet pursuant to § 651w(2) BGB, Art. 251 § 2 sentence 1 no. 2(a) of the Introductory Act to the German Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuch*, *EGBGB*) under item 14 of these GTB

1. Scope of application; Contract formation

These General Terms of Business ("**GTB**") apply to the contract between you and Radisson Collection Hotel Berlin, in Karl-Liebknecht-Str. 3, 10178 Berlin, Germany, (DE214725941) regarding our hotel services for meetings and events pursuant to our contract offer ("**Contract Offer**"). These GTB apply to both consumers (§ 13 BGB) and entrepreneurs (§ 14 BGB). A contract is formed when you accept our Contract Offer or we accept your application ("**Contract**"). We may confirm the contract in text form.

2. Meetings and events

According to the Contract Offer, meetings and events are one day or consecutive days on which you intend to gather a specific number of people in our facilities for a special purpose ("**Event**"). We shall render various services during the Event, including the accommodations in guest rooms, renting meeting and event rooms, providing equipment, food, and drinks, and other services ("**Hotel Services**").

If anything about the Event changes (such as the number of participants and guest rooms), you shall notify us in writing without undue delay. If the number increases, we shall use our best efforts to accommodate the additional participants. However, this cannot be guaranteed.

No food or drinks may be brought into the hotel or the facilities for consumption on the premises, except with our prior written consent.

3. Event facilities

We shall provide you with facilities and the relevant rooms and equipment pursuant to the Contract Offer ("**Facilities**"). We may change the booked Facilities if the actual circumstances change. These include without limitation a decrease or increase in the number of participants, technical problems in the Facilities, health hazards, and security risks.

Except with our prior written consent, you shall not install or use your own technical equipment. However, you may ask us to procure technical and other equipment from third parties on your behalf and for your account. We may charge you for the electricity costs incurred by using such equipment and collect a payment connected with the connection fee for using the IT systems. If we must render services or make payments to third parties because of the event, especially those based on the claims of performing rights societies (such as GEMA), you shall bear those costs as well.

You shall not install or use non-technical equipment, or attach decorations to the walls or ceilings, except with our prior written consent. You shall remove all systems without undue delay after your Event. You are responsible for disposing of all packaging materials and waste in compliance with the statutory provisions.

If you store your own or a third party's equipment or objects in our Facilities, you do so at your own risk. We shall be liable for loss, destruction, or damage connected with such equipment only in the event of gross negligence or intent. Any equipment and objects brought in must comply with the fire protection regulations. We may demand official proof of this.

Your use of our Facilities and Hotel Services must comply with the contract as well as national and local statutes and regulations. All catering services (such as extending the opening times of the bar) must be confirmed and approved by us in writing before the date of the Event. Unless otherwise expressly agreed, you shall obtain the necessary permits and authorizations and pay relevant costs (such as licensing fees for using music rights, obligatory social security contributions for artists, etc.).

4. Guest rooms

We shall provide you with guest rooms pursuant to the information in the Contract Offer.

Unless otherwise expressly agreed, check-in occurs on the arrival date starting at 3 pm and check-out on the day of departure at noon. Checking out later might incur additional costs. This is based on availability on the day in question. If a participant leaves the hotel before the agreed departure date, cancellation fees might be incurred.

If we cannot provide the number of guest rooms we confirmed, we shall notify you as soon as possible. In that case, we shall bear our costs for alternative accommodations in the closest hotel of the comparable category. We shall also assume the costs for a telephone conversation and a daily transport from our Facility to the alternative hotel and back.

5. Cancellations

In consideration of the following regulations, you may cancel through written notification as follows:

Number of booked Room Nights/ contracted Delegates								
Deadlines before the planned event begins or planned arrival (in days before begin/arrival)		1 - 15 Guests/ Room Nights	16 - 40 Guests / Room Nights	41 -75 Guests / Room Nights	76 - 150 Guests/ Room Nights	150 - 250 Guests/ Room Nights	251+ Guests/ Room Nights	Percentage range that can be cancelled free of charge
Level 9	Up to 1 day	1 Room Night/ Delegate	2 Room Nights/ Delegates	3 Room Nights/ Delegates	3 Room Nights/ Delegates	3 Room Nights/ Delegates	3 Room Nights/ Delegates	
Level 8	Up to 3 days	10%	10%	5%	0%	0%	0%	
Level 7	Up to 7 days	40%	25%	10%	5%	0%	0%	
Level 6	Up to 14 days	100%	40%	25%	10%	5%	0%	
Level 5	Up to 28 days		100%	40%	25%	10%	5%	
Level 4	Up to 60 days			100%	40%	25%	10%	
Level 3	Up to 90 days				100%	40%	25%	
Level 2	Up to 120 days					100%	40%	
Level 1	Up to 180 days						100%	

All reductions are based on the latest confirmed value of the booking.

If there are additional or subsequent cancellations of guest rooms, or if participants depart prematurely, we may demand that you pay compensation amounting to (90%) of the agreed prices for cancellations.

If additional or subsequent cancellations of the Hotel Services are made, we may demand that you pay compensation amounting to (90%) of the agreed participation fees and costs.

If it has been agreed that you may cancel at no charge within a specified period, we may also cancel the contract within that period without any obligations toward you.

If you cancel more than (30%) of the agreed Hotel Services, we may raise the prices specified in the Contract Offer to a reasonable extent regardless of the relevant cancellation fees.

Any guest room night / delegate cancellation beyond the percentages listed in 5. Cancellations as well as no shows entitles us to receive the payment of a compensation amount equal to the contracted value.

6. Prices

Prices are offered in the respective local currency and include the relevant taxes and service fees. We may increase the prices to a reasonable extent if unexpected tax increases, increases in product costs, or supply bottlenecks, abnormally high city demand, arise which are beyond our control, but no more than 5%. In consumer contracts, that regulation applies only if the period between contract formation and the beginning of the Event is more than four months. If we use the right to increase the rates both parties have the right to cancel the contract free of charge.

Participation packages are available daily from 9am to 6pm. Additional costs might be incurred if your event begins or ends outside those times. Special regulations will also be invoiced separately.

We are entitled to adjust the prices with more than 5% in case the period between contract formation and the beginning of the event is more than one year.

If the tax or VAT rates increases at any time between the contract signature and the group/event arrival, RHG reserves the right to adjust accordingly, same applies in case the tax or VAT decreases.

7. Downpayment

If a downpayment is agreed, it must be paid within (30) days after the contract is signed. We may demand additional downpayments before your event. If you fail to make the downpayment(s), we may withdraw from the contract and demand damages amounting to the can cellation fees that applied when the payment was due.

If the participants must pay their own guest room costs and daily flat fees, you shall duly inform them of this and we may demand that they provide security in the form of a credit card guarantee or comparable security. If you need a line of credit, you must submit the completed credit application form to us (21) days before the event begins.

Deposit payment levels
10% of the total value no later than 30 days after signing of contract
50 % of the total value no later than 90 days prior to the start of the event
100 % of the total value no later than 30 days prior to the start of the event

If you fail to make the deposit payment(s), we are entitled to withdraw from the Agreement and to claim compensation for damages equivalent to cancellations charges applicable at that time when the deposit payment was due.

8. Payment

You shall bear all the costs and fees for the Hotel Services pursuant to the contract. Any additional fees that you or the participants incur during the event must be settled on departure. If credit has been granted and we have approved it, invoices must be completely settled within (14) days after they are received. In the event of payment default, we may demand default interest of 9 percentage points above the base interest rate (or 5 percentage points above the base interest rate for consumer contracts).

You shall be personally liable as a joint and several debtor for the proper payment for the guest rooms and the daily participation packages, which must occur on departure.

Where applicable that delegates are requested to settle guest room charges, Meeting & events fees and Extras on an individual basis, we are entitled to request a security deposit in the form of a credit card guarantee or similar from the delegates on arrival. All such charges must be settled in full on departure. In the event where delegates fail to provide payment or security deposit, the contacting company would be liable to settle outstanding invoices.

9. Termination / withdrawal by the hotel

We may terminate the contract with immediate effect by notifying you in writing (i) if circumstances beyond our control prevent us from performing the contract; or (ii) if we have reason to suspect that you have provided misleading or false information about essential facts, such as the purpose of the event, and holding the event would impair or damage our regular operations, reputation, or security; or (iii) if bankruptcy or composition proceedings are initiated against you or an enforcement order has been issued regarding your assets. We are not required to compensate you for losses or disadvantages you suffer because we terminate the contract under any of those conditions.

10. Ban on assignment and subletting or reletting

Except with our prior written consent, you shall not assign or transfer the contract to a third party, or sublet or relet the booked Facilities to a third party, including a group company associated with you. We may terminate the contract in the event of a breach and change the prices and conditions in the event of an assignment.

11. Liability

We shall be liable toward you or the participants for loss or damage exclusively in the event of gross negligence and intent, in accordance with the statutory provisions. In other cases, we shall be liable only if a material contract obligation is breached, limited in terms of amount to the compensation for foreseeable and typical damage. Claims asserted against us are valid only if they are shown to us immediately after the potential loss or damage is learned about and no later than (1) year after the agreed commencement date for the Event. This limitation of liability does not apply to our liability for damage arising from injury to life, limb, or health.

You shall be liable toward us for loss or damage connected with our buildings and Facilities, our personnel, other guests, or our trademark system, or for other damage, if you, the participants, or the third parties you bring in for the Event are responsible for that loss or damage. If you are an entrepreneur, that liability exists regardless of culpability. We may demand proof of your existing liability insurance for the Event to protect ourselves against the risk of your liability.

If you are not an organizer of the Event, or if you have commissioned a commercial intermediary or organizer, you shall be liable along with the intermediary or organizer as a joint and several debtor for all obligations arising from and connected with the contract.

12. Applicable law; Forum

This contract is governed by German law. All disputes, controversies, and claims arising from or in connection with this contract will be settled amicably between us and you. If we cannot reach an amicable agreement and you are an entrepreneur, the exclusive forum is the location of the hotel.

Notice for consumers concerning the EU Consumer Arbitration Board
The European Union has set up an online platform for the out-of-court settlement of disputes under consumer law: Online Dispute Resolution | European Commission (europa.eu). Our participation in the out-of-court settlement of disputes under consumer law, however, is expressly excluded.

13. Force majeure

If a force majeure event occurs, the contract in full or in part can be postponed or otherwise amended by both parties. Force majeure is always constituted if an unforeseeable and unavoidable event occurs for which we are not responsible. Force majeure must be determined on a case-by-case basis, but typically includes events such as war, revolutions, natural disasters, fire, earthquakes, floods, strikes, statutory provisions, measures taken by authorities, terrorism, epidemics and pandemics (such as COVID-19), and resisting arrest. You are not entitled to any cancellation at no charge as a result if you can reasonably be expected to accept the changes, accept contract amendments arising therefrom and support during rebooking. With the agreement of the hotel the event can be postponed by 365 days.

If we or you cannot hold or attend the Event based on travel recommendations, such as the physical separation recommended by the World Health Organization (WHO) or similar institutions, we and/or you may postpone the Event to a later time within the coming 12 months with no contract penalty. If the Event is postponed, the cancellation terms originally set forth in the contract will apply to the postponed Event.

14. Regulation on travel packages

EU LAW:
If you select and pay for one travel service, then book additional travel services for your trip through our company, you will NOT benefit from rights applying to travel packages pursuant to Directive (EU) 2015/2302.

Therefore, our company is not responsible for the proper rendering of such additional travel services. If you have any problems, please contact the respective service provider.

If you book additional travel services during the same visit to our company or during the same contact with them, however, those travel services will become part of the associated travel services. In this case, we have the security prescribed pursuant to EU law for reimbursing your payments to us for services that our insolvency kept us from rendering. Please note that this does not provide a refund if the respective service provider is insolvent.

We have taken out insolvency protection with the relevant insurance company of the hotel.

The travelers may contact this institution or, if applicable, the competent authority (contact data, including name, geographic address, email, and telephone number) if they are refused travel services due to our insolvency.

Note: This insolvency protection does not apply to contracts with parties other than us that can be performed despite our company's insolvency. https://commission.europa.eu/strategy-and-policy/policies/justice-and-fundamental-rights/civil-justice/civil-and-commercial-law/insolvency-proceedings_en

15. Data Protection

We will process any personal data we receive from you (e.g., your contact details, rooming lists, etc.) in accordance with the Radisson Hotel Group global privacy notice, available on our website, as independent data controller.
When you supply personal data to us, you confirm that you have the right to do so and have complied with your transparency obligations vis-à-vis the data subjects for the purposes of delivering the services under this Agreement.