

## General Terms and Conditions

### Gollwitz Manor House Foundation – Gollwitz Manor House Meeting Centre

Dear guests,

Please note the following contractual conditions. They supplement the legally applicable provisions and govern the contractual relationship between you, the event-organiser/user, and us, Gollwitz Manor House Meeting Centre. The contractual conditions form part of the booking contract.

#### 1. Booking/Conclusion of a contract

a) Bookings can be made verbally, in writing, by telephone or by electronic means. We recommend that you make your booking using our online booking portal.

b) This booking is made by the event-organiser/user for all persons listed in the booking too; the event-organiser/user shall be responsible for the contractual obligations of these persons and for his or her own contractual obligations.

c) Once an inquiry has been received, the event-organiser/user shall receive a written booking contract. Your booking shall become binding for us when we receive a booking contract that has been signed by you. By signing this booking contract, you agree to our General Terms and Conditions.

d) If there is a subsidised price for particular groups or conference events, this subsidy shall not apply if the subsidy conditions are not adhered to.

e) Incorrect details provided when making the booking that have consequences under tax law as regards the pricing structure shall be for the account of the contract partner.

f) The event-organiser/user shall provide an exact number of persons – also specifying the number of males and females – to Gollwitz Manor House Meeting Centre two weeks before the arrival of the group at the latest. Gollwitz Manor House Meeting Centre shall then use this data as the basis for assigning rooms.

g) We reserve the right to provide other, comparable accommodation or meeting/conference rooms in exceptional cases. We shall of course provide notification of this, if applicable.

#### 2. Terms of payment

a) Once a contract has been concluded, an advance payment in the amount of 20% of the total price shall be made one week before the arrival of the group at the latest.

b) After your stay, you shall receive an overall invoice based on actual room occupancy and any services provided in accordance with the contract, including any applicable cancellation fees.

#### 3. Services

a) The contractual services shall follow from the details contained in the booking contract. Any subsidiary or other agreements (e.g. special wishes) that alter the scope of the contractual services shall require written confirmation by Gollwitz Manor House Meeting Centre.

#### 4. Withdrawal from the contract/Cancellation

a) The contract parties can withdraw from the contract at any time. For the purpose of preserving evidence, this withdrawal shall be communicated in writing and shall become valid only when it is received by the other party.

b) We recommend that you take out travel cancellation insurance.

c) The withdrawal of individual persons can be agreed by telephone; this shall subsequently also be communicated in writing.

d) Gollwitz Manor House Meeting Centre shall be entitled to withdraw from the contract under the following conditions:

- If requested payments are not received on time.

- If a guest or a group repeatedly violates the rules that apply in the Meeting Centre despite a warning to this effect. The consequence of this shall be immediate departure at the expense of the event-organiser.

- If force majeure, natural disasters other circumstances beyond our control occur that make it impossible to fulfil the contract. In this case, no claim for compensation shall arise for guests.

#### 5. Cancellation of the contract/Withdrawal of individual persons

a) The contract can be cancelled up to four weeks before the start of your event without any costs arising.

b) If guests withdraw at a later stage, the following reimbursements for expenses shall be charged. These provisions shall apply both to cancellation of the contract and to the withdrawal of individual persons.

Charges for cancellations of contract:

- Up to two weeks before start of stay: 30%,

- For all later withdrawals: 60% of the contractually agreed total amount.

#### Charges for withdrawal of individual participants:

- Up to 10 days before start of stay: 30%; up to 2 days before start of stay: 60% of the contractually agreed individual price.

- If less than the agreed number of persons arrive, 90% of the agreed individual price shall be charged.

c) If the group's stay ends prematurely, the contractually agreed total amount is to be paid in full. This shall also apply to the premature departure of individual persons.

e) The obligation to minimise losses in accordance with Section 254 of the German Civil Code (BGB) shall remain unaffected.

#### 6. Room occupancy

a) Accommodation can be provided in single, double or multiple-bed rooms. The booking contract shall serve as the basis for room occupancy. Rooms shall be assigned by Gollwitz Manor House Meeting Centre.

b) On the day of arrival, rooms can be occupied from 3 p.m. at the earliest. On the day of departure, rooms shall be vacated by 9.00 a.m.; the rooms shall be left clean and any rubbish shall be sorted and placed in the appropriate waste bins in the corridors. Used bed linen and towels are to be placed in the baskets outside the rooms. Alternative arrangements can also be made on an individual basis. Room keys must be handed in to the kitchen.

## 7. Wishes for meeting and conference rooms

- a) Booked meeting and conference rooms are available to you at the agreed time on your day of arrival. The event-organiser/user can set up the conference room and position chairs etc. as he or she wishes.
- b) The contract shall be drawn up on the basis of the wishes for the use of meeting and conference rooms stated as part of the booking inquiry.
- c) If no requests have been received before the contract is drawn up, the meeting and conference rooms shall be laid out at our discretion. Wishes and requests that are received from the event-organiser/user after the contract has been drawn up can only be implemented by mutual consent.

## 8. Your stay at Gollwitz Manor House Meeting Centre

- a) Upon signing the contract in a legally binding manner, the event-organiser shall be obliged to adhere to the house rules that apply in Gollwitz Manor House Meeting Centre. These house rules are displayed in the rooms. The event-organiser/user shall be given a copy of them upon arrival.
- b) In the case of group events, a person responsible for the group shall be nominated. This person shall inform the group of the house rules. This person shall be the contact person for the staff of Gollwitz Manor House Meeting Centre in all matters relating to the group.
- c) If events of a public nature are to take place as part of a stay with us, all permissions that are legally necessary are to be obtained by the event-organiser/user. If visitors are expected, marshals who are responsible for adherence to the house rules are to be nominated by the event-organiser.
- d) Costs caused by violations of the house rules shall be charged to the person who causes these costs.
- e) If increased costs arise due to culpable or improper use of our building or of the outdoor areas including inventory (and including the loss of borrowed items), Gollwitz Manor House Meeting Centre shall be able to charge for these.
- f) If GEMA fees arise as part of an event, these shall be borne by the event-organiser.
- g) Items left behind shall be sent back to guests, if desired, at the guests' expense. Such items shall be stored for four weeks.

## 9. Visual and audio recordings of all kinds

We would like to explicitly state that visual and audio material in the form of photos and video recordings can be created by persons and service providers appointed or accredited by us in the course of our events and conferences. The purpose of these recordings is to document the event itself as well as the participation of individual persons. Information in this regard shall be provided in advance of your stay. The right to object to this shall exist at all times, including retrospectively.

In the case of recordings where the focus is on individual persons, the participants shall at all times have the right and the opportunity to inform photographers or video camera operators that they do not wish to be photographed or filmed. Should this not be possible or not be respected, we shall – upon receipt of notification to this effect – prevent subsequent dissemination of this material by us and our service providers.

We assume that persons participating in the event and persons involved in other ways consent to the making and dissemination

of recordings for communications purposes – including in Social Media – by their act of participation or involvement. This consent shall include consent to the downloading of recordings from our website. In particular, this consent shall apply if the persons involved willingly make themselves available by “posting” or “looking into the camera”.

## 10. Day guests/Groups of guests

To ensure smooth running of our facilities, the user/event-organiser shall provide us with notice of any day guests or groups of guests. This notice must be confirmed by Gollwitz Manor House Meeting Centre. The user/event-organiser shall be obliged to inform guests about the house rules. The user/event-organiser shall be responsible for adherence to these rules. Any additional costs that arise shall be paid by the event-organiser.

## 11. Disclaimer of liability

Gollwitz Manor House Meeting Centre shall not be liable for the loss of or damage to any items brought by the user/event-organiser or any personal property of guests. This shall also apply to vehicles (including their contents) and bicycles that are parked on the grounds of the Meeting Centre.

## 12. Changes

Changes that affect the contents of the contract must be made in writing. German Law shall apply. The place of jurisdiction (also for court actions for the collection of monies) and place of execution shall be Berlin for both parties.

Valid for all new contracts from 1 May 2015 onwards.

Dr. Niels Haberlandt

Managing Director

Gollwitz Manor House Foundation