

General Terms and Conditions of Business for use in relation to hotels/meeting venues

Valid from 1 January 2009

1. General

The company MICE AG receives requests from clients to find suitable hotels/venues. The following provisions regulate the contractual relationship between the company MICE AG and the hotel.

Any differing, opposing or supplementary general terms and conditions of the hotels/venues will not form part of this contract, even when the company is aware of them; unless their validity has been expressly agreed to in writing.

2. Subject matter of the contract/contractual relationship

Proposals on first option (acceptance deadline) are guaranteed to be held on first option. Option periods cannot be shortened or cancelled without previously consulting MICE AG. When the option period has elapsed, the proposal expires and the hotel can dispose of the rooms contained in the proposal elsewhere without having to consult MICE AG beforehand. The acceptance deadline of the option always expires at 20:00 hours (CET) of the day in question.

2.1 There are two alternative types of cooperation between MICE AG and the hotel:

2.1.1 The company MICE AG as agent

The hotel accommodation contract is drawn up directly between the event organizer and the hotel.

The company MICE AG merely acts as messenger explaining the requirements of the event organizer and does not act in its own name. Responsibility lies with the hotel to enforce all claims arising from the hotel accommodation contract directly with the event organizer. The booking is only valid when the event organizer has signed the contract.

Methods of payment (total account/self-payment) will be settled between the event organizer and the hotel themselves.

When the invoice is sent to the event organizer, the company MICE AG is to receive a copy of the hotel invoice from the hotel located for the client at the same time, confidential data such as credit card numbers can be blacked out. In addition, the company MICE AG will be informed of the number of those paying personally.

2.1.2 The company MICE AG as representative

The company MICE AG enters into hotel accommodation contracts with the hotel on behalf of the event organizer and in his name for the lodging services which the hotel provides, i.e. the event organizer is still the contractual partner of the hotel. The company MICE AG as representative, signs in the name of the event organizer. The contract takes place between the hotel and the event organizer – as before.

In cooperation with the company Lufthansa AirPlus Servicekarten GmbH (AirPlus), the company MICE AG supports the hotel and the event organizer with the financial settlement of the hotel accommodation contracts. If the hotel has concluded a corresponding acceptance agreement with AirPlus ("AirPlus Merchant Agreement"), then this will form the basis of the financial settlement of the contracts entered into between the hotel and event organizer. The company MICE AG examines in cooperation with AirPlus, whether the credit risk of the event organizer in question is acceptable or not. If the credit risk can be accepted, AirPlus undertakes to settle the confirmed amount outstanding in accordance with the conditions of the acceptance agreement/"AirPlus Merchant Agreement".

If AirPlus takes on the credit risk of the event organizer in question, the hotel foregoes payment of a deposit – apart from justifiable advance payments [e.g. outsourced services which have to be paid by the hotel in advance].

If the credit risk is not acceptable, the hotel will be informed of this. If there is a period of more than four weeks between booking and the start of the event, the granting of the approval codes will be decided up to three weeks before the start of the event.

If the time period is less than four weeks, the decision will take place as soon as possible.

Should the credit risk not be acceptable, the hotel has the choice of either enforcing the claims against the event organizer in the hotel accommodation contract independently, requesting a deposit payment from the event organizer or withdrawing from the hotel accommodation contract. If the claims of the hotel have been settled on the basis of the acceptance agreement ("AirPlus Merchant Agreement") with AirPlus, then the hotel can already assign all claims for the event in question amounting to the final invoice sum for the relevant event to the company MICE AG. The company MICE AG also accepts the assignment at this stage.

If AirPlus is involved in the payment procedure of an event, the hotel is obliged to send a draft invoice – not eligible for the deduction of input tax – to the company MICE AG as soon as possible, however within 14 days of the end of the event at the absolute latest.

3. Commission agreement (on hotel/venue services)

This agreement is valid for all events confirmed in writing by the company MICE AG after 31.12.2008.

The hotel is obliged to pay a commission on the net turnover amount (excl. VAT) to the company MICE AG. The following commission rates (plus VAT) are deemed to have been agreed:

Type of commission	Commission rate
Lodging	10%
Meeting arrangements/flat rates	10%
F&B services (providing on total account)	10%
Technical equipment, room costs, rentals	10%

For hotels/venues with an acceptance agreement ("AirPlus Merchant-Agreement") with AirPlus:

For events of procurement clients, where AirPlus is involved in the financial settlement, the commission rates are reduced from 10% to 8% (plus VAT) of the net turnover amount.

The basis of the commission claim is the net turnover (excl. VAT) invoiced to the event organizer and self payer. The commission claim is also valid for compensatory damages paid (withdrawal packages).

The commission is only to be paid to the company MICE AG and under no circumstances to third parties.

If a withdrawal or change in booking should occur which is in breach of the contract, the commission claim of the company MICE AG remains unaffected. A claim to commission only exists when a settlement has been made to the hotel's account. Should there have been only a partial settlement, then only a partial claim to commission will arise.

4. Withdrawal of the event organizer/cancellation

Unless specified otherwise in the accommodation contract, the following cancellation conditions of the company MICE AG apply:

The hotel grants the event organizer the right to withdraw from the contract. The following conditions apply in this case. If the general terms and conditions of business of the hotel allow for a more favourable provision for their customers or a more favourable provision for the customers is in keeping with the general management of the hotel, then these more favourable provisions will apply.

Special provisions can be arranged at certain times – e.g. during trade fairs.

The event organizer is to advise the hotel of the final number of participants at least three working days before the start of the event. If less participants are to come than expected and if the difference is not more than 10% (rounded to two decimal places), then the event organizer pays in accordance with the actual number of participants. Any differences exceeding this are to be borne by the event organizer. If more participants appear, the invoice will be drawn up according to the actual number of participants.

4.1 The following agreement is valid for events with up to 25 rooms (per night):

The event organizer is entitled to withdraw from a reservation free of charge if there is still up to 22 days to go before the start of the event. In the case of a cancellation after this date, the event organizer bears the cancellation fees if the hotel is not able to hire out the rooms elsewhere.

- 21 days to 15 days before the start of the event:
25% of the contractually agreed amount for the event (hiring out of hotel meeting rooms, guest rooms and the provision of food and beverage).
- 14 days to 8 days before the start of the event:
50% of the contractually agreed amount for the event (hiring out of hotel meeting rooms, guest rooms and the provision of food and beverage).
- 7 days to 0 days before the start of the event:
80% of the contractually agreed amount for the event (hiring out of hotel meeting rooms, guest rooms and the provision of food and beverage).



4.2 The following agreement applies to events with up to 50 rooms (per night):

The event organizer is entitled to withdraw from a reservation free of charge if there is still up to 29 days to go before the start of the event. In the case of a cancellation after this date, the event organizer bears the cancellation fees if the hotel is not able to hire out the rooms elsewhere.

- 28 days to 22 days before the start of the event:
25% of the contractually agreed amount for the event (hiring out of hotel meeting rooms, guest rooms and the provision of food and beverage).
- 21 days to 8 days before the start of the event:
50% of the contractually agreed amount for the event (hiring out of hotel meeting rooms, guest rooms and the provision of food and beverage).
- 7 days to 0 days before the start of the event:
80% of the contractually agreed amount for the event (hiring out of hotel meeting rooms, guest rooms and the provision of food and beverage).

4.3 The following agreement applies to events with more than 51 rooms (per night).

The event organizer is entitled to withdraw from a reservation free of charge if there is still up to 36 days to go before the start of the event. In the case of a cancellation after this date, the event organizer bears the cancellation fees if the hotel is not able to hire out the rooms elsewhere.

- 35 days to 29 days before the start of the event:
25% of the contractually agreed amount for the event (hiring out of hotel meeting rooms, guest rooms and the provision of food and beverage).
- 28 days to 15 days before the start of the event:
50% of the contractually agreed amount for the event (hiring out of hotel meeting rooms, guest rooms and the provision of food and beverage).
- 14 days to 0 days before the start of the event:
80% of the contractually agreed amount for the event (hiring out of hotel meeting rooms, guest rooms and the provision of food and beverage).

The contractually agreed amount is calculated according to the number of the agreed number of participants and services booked according to the hotel accommodation contract. In cases of from/to amounts, the mean will be taken as a basis. If no amount had been contractually agreed for food and beverage, the lowest-priced three-course menu of the currently valid meeting package will be taken as a basis for the package. When calculating the volume free of cancellation fees, amounts are to be rounded up or down to one decimal place.

The event organizer's withdrawal (cancellation) is to be made in writing or in textual form (§ 126b BGB - in accordance with the relevant statute of the German Civil Law Code). If the hotel does not receive notification of the cancellation of the event, the provisions of the German Hotel Association (Deutscher Hotelverband - IHA) apply.

4.4 The provisions of the German Hotel Association (Deutscher Hotelverband - IHA) apply to events with more than 100 rooms (per night)

4.5 The withdrawal of the hotel is subject to the provisions of the German Hotel Association (Deutscher Hotelverband - IHA).

5. Liability

The company MICE AG is not liable for damages caused by the event organizer, his guests or third parties. The hotel should direct any claims in such a case directly to the event organizer or the person responsible for the damage. Neither does the company MICE AG assume the credit risk of the event organizer or his guests. The company MICE AG will inform the hotel immediately of any facts which become known which may cast doubt on the creditworthiness of event organizers.

Irrespective of this, the company MICE AG only assumes liability for self-induced damages, which are inflicted on the hotel by intent or gross negligence, and insofar as legal provisions conclusively provide for such liability. In the case of slight negligence, the company MICE AG only assumes liability up to maximum amount of EUR 5,000.00 for an individual case of damages, however to a maximum of only EUR 20,000.00 for all cases of damage arising from this contractual relationship. MICE AG refuses to accept liability for property damage/loss of profits - as long as these were not committed with intent or with gross negligence or legal provisions dictate compelling reasons why liability should be admitted.

6. Miscellaneous

Any variations from the General Terms and Conditions are always to be made in writing.

The company MICE AG wishes to point out that hotels without a presentation on the website of MICE AG (www.tagungsplaner.de) cannot be included in the proposals.

The hotel promises not to pass on any customer information (names etc.) to third parties which become known during the cooperation with the company during the proposal's period of validity.

The hotel commits itself not to motivate event organizers located by MICE AG during the proposal's period of validity or event organizers making RFPs via the company MICE AG to book with the hotel direct.

The company MICE AG is entitled to download photographs, graphics and logos from the hotel's website and to make use of them free of charge for customer contact purposes. The hotel can only offset their own claims against the demands of the company MICE AG if these claims are established as undisputed or legally binding. Any right of retention relating to the hotel is excluded.

7. General Provisions

Any changes and supplements are only effective in writing and are to be signed by both parties. All existing contracts between the parties are replaced by the current General Terms and Conditions.

The place of performance and court of jurisdiction for all claims resulting from this contract is the registered office of the company MICE AG, in as far as has been agreed. The contract is subject to German law.

Should individual provisions contained herein not be legally valid or should they lose their legal validity by a later circumstance or should a loophole emerge, all remaining provisions will remain unaffected by this.

Invalid provisions or loopholes shall be replaced by appropriate regulations, which, in as far as is legally possible, most closely match that which the parties would have agreed to had they known that the relevant conditions were invalid.

The company MICE AG reserves the right to make changes to the General Terms and Conditions of Business. Any changes will be placed on the website as they occur. There will be no special communication when changes have been made. The communication of changes on the website is recognized by the hotel as being sufficient notification.

Further details regarding responsible officials and the registered address can be taken from the imprint.

