

GENERAL TERMS AND CONDITIONS OF BUSINESS

I. Scope

1. These terms and conditions of business apply to contracts concerning the letting of

- hotel rooms to accommodate individual guests or groups of travellers;
- the hotel's conference rooms, banqueting rooms and function rooms for the staging of events like banquets, seminars, conferences etc. (event clients) and for all other related services provided and supplied by the hotel to the client (individual guests, groups of travellers and event clients).

2. Sub-letting or letting to third parties shall require the previous written consent of the hotel

- in the case of individual guests and groups of travellers to whom rooms have been let, and for the use of such rooms for purposes other than accommodation; and/or
- in the case of event clients to whom rooms, areas or show-cases have been let, and also in the event of their being used for job interviews or sales presentations and similar functions.
- No animals may be brought in.

3. Deviations

The only General Terms and Conditions of Business that apply are those of the Trägergesellschaft Bistum Trier TBT mbH; its client's terms and conditions of business shall not apply even in those cases where the hotel did not specifically object to them. The only exception to this is where the TBT mbH has expressly given its written consent to the application of a client's terms and conditions.

II. Conclusion of the contract; parties to the contract

1.) Any booking enquiry made by a client shall be without obligation. A binding agreement between the hotel and a client shall not come into force until the hotel has confirmed the booking enquiry and the client has returned such booking confirmation with his signature to the hotel (acknowledgement), or when the client actually accepts the hotel's services. Should the client not accept the hotel's booking confirmation, the hotel may demand an acknowledgement from the client within a stated period of time. Should the client not reply within the stated period of time the hotel shall no longer be bound by its booking confirmation.

2.) Parties to the contract are the hotel and the client. Should a third party have made a booking on behalf of the client, the third party together with the client shall be liable jointly and severally for all obligations arising from the contract concluded with the client, insofar as the third party assumed such an obligation expressly in the form of a separate declaration vis-à-vis the hotel.

III. Performance, prices, payment and set-offs

1.) The hotel shall keep the rooms and/or areas booked by the client and promised in writing to him by the hotel at the client's disposal in accordance with these terms and conditions of business, and shall provide the services agreed between them.

2.) The client shall pay the valid price, or the price agreed between him and the hotel, for the rooms and/or areas placed at his disposal and for any other services he has availed himself of. The same shall apply to services arranged by the client for the benefit of third parties, and/or to services provided and disbursements made by the hotel in connection with an event.

3.) The agreed prices include Value Added Tax (VAT). We reserve the right to raise our prices in the coming years.

4.) Furthermore, the hotel may alter prices in the event of the client wishing to make subsequent changes to the number of rooms he has booked, to the size of the areas placed at his disposal, to the services provided by the hotel, to the length of his stay or the duration of a conference, providing the hotel agrees to such changes in advance.

5.) The client shall pay the hotel's invoices immediately in cash and without any deductions. Guests paying on account shall settle their invoices weekly. Clients shall settle invoices not bearing a due date, sent to them on the basis of a previously agreed credit arrangement, within fourteen days and without any deductions. The hotel shall have the right at any

time to present a client staying at the hotel with an interim invoice to cover debts he has accumulated, and to demand immediate payment. In the event of default in payment on the part of the client, the hotel may send him a reminder concerning the outstanding account. The hotel may charge a fee for every reminder it sends after payment becomes overdue.

6.) Trägergesellschaft Bistum Trier TBT mbH accepts the following means of payment:

a) Payment by bank transfer

In the case of payment by bank transfer, the travel price shall be due no later than 30 days prior to the client's arrival. The booking amount shall be paid into the hotel's account by this date. Should the hotel's account be credited after the due date, or should only partial payment be made, Trägergesellschaft Bistum Trier TBT mbH shall be entitled to cancel the booking at the expense of the other party to the contract and shall have the right to demand compensation in the form of a cancellation fee as mentioned (see Clause IV(2)(a)).

b) "EC Cash" (debit cards issued by German banks); Maestro (in such cases information regarding credit cards is transferred by online transmission)

c) Credit cards: MasterCard, VISA, V-Pay, Union Pay, JCB (in such cases information regarding credit cards is transferred by online transmission)

d) Cash

7.) Once the contract has been signed, the hotel shall be entitled to demand an appropriate advance payment or a suitable security deposit. The amount of such advance payment or security deposit and the time fixed for payment may be agreed in writing and laid down in the individual contract.

8.) The client may only set off his own claim against a claim of the hotel when his claim is uncontested, or is established on the basis of a legally binding decision.

IV. Revocation of the contract/non-utilisation of the hotel's services/cancellation by individual guests, groups and event clients

1. Withdrawal from the contract in the case of group reservations (cf. Clause I(1))

a) Unless otherwise agreed in writing by the hotel and the client, the client may withdraw from the contract up to the time the hotel starts to provide its services. The decisive factor is the point in time at which the withdrawal declaration reaches the hotel. The client shall rescind the contract in writing.

b) In the event of withdrawal on the part of the client, the hotel may demand appropriate compensation based on the agreed remuneration. When calculating the compensation, the hotel shall normally take into account the expenditure it has saved and the possibility of other uses for the hotel's services.

2. Cancellation fees in the case of withdrawal from the contract in the case of group reservations

a) Unless otherwise agreed in writing by the hotel and the client, the following conditions shall apply in the case of cancellation of contractually agreed bookings:

Up to 90 days prior to arrival:

10% of the agreed price for overnight stay

Up to 45 days prior to arrival:

20% of the agreed price for overnight stay

Up to 30 days prior to arrival:

50% of the agreed price for overnight stay

Up to 10 days prior to arrival:

75% of the agreed price for overnight stay

Nine days and under prior to arrival:

90% of the agreed price for overnight stay

b) Should the agreed booking allocation exceed 200 overnight stays in all, the above-mentioned periods of time shall be extended by 30 days in each case.

c) The client shall be at liberty to demonstrate that the hotel did not suffer any loss or damage, or that the loss or damage suffered by the hotel was not as great as the lump sum it claimed in compensation.

d) Insofar as the hotel calculates the exact compensation due

to it, the amount of compensation shall not exceed the remuneration for the services to be rendered by the hotel which were the subject of the contract, minus its savings on expenditure, and minus that which the hotel was able to obtain by providing its services elsewhere.

e) The above-mentioned rules on compensation shall apply correspondingly in the event of the client's not availing himself of the room or services he had booked.

f) In the case of overnight stays in combination with banqueting events, the hotel shall optionally reserve free of charge a number of rooms for a period of up to five weeks prior to the start of the function.

3. Cancellation fees in the case of event clients (banquets, conferences, seminars)

a) In the event of an organiser withdrawing from the contract after the contract has been signed the hotel shall be entitled to invoice him for the agreed space rental, insofar as the hotel is no longer able to let such space to others.

b) The client shall be at liberty to demonstrate that the hotel did not suffer any loss or damage, or that the loss or damage suffered by the hotel was not as great as the lump sum it claimed in compensation.

c) Should a client at short notice cancel an event lasting one or several days in whole or in part, the hotel shall charge him a cancellation fee for all services booked (daily rate and other individual services) with the exception of the space rental as follows:

Up to five weeks prior to the start of the event:
free of charge

Five weeks and under prior to the start of the event:

45% of the cost of services booked per participant per day

Two weeks and under prior to the start of the event:

55% of the cost of services booked per participant per day

One week and under prior to the start of the event:

75% of the cost of services booked per participant per day

Three days and under prior to the start of the event:

85% of the cost of services booked per participant per day

On the day of the event:

100% of the cost of services booked per participant per day

In the event of a reduction in the number of occupants, the hotel shall apply the above-mentioned rates accordingly. Individual services shall be included in the calculation of daily rates.

4. Cancellation fees in the case of individual guests

a) As a matter of principle, the hotel shall maintain every standard reservation until 6pm local time. In the event of a guest failing to arrive by 6pm, such reservation shall be cancelled by the hotel without charge. Individual arrangements with regard to the deadlines for booking and cancellation may only be made following an agreement reached between the parties; such arrangements require the written form.

b) The hotel is obliged to maintain guaranteed reservations even after 6pm, i.e. for the whole night. A guaranteed booking is one where the guest has left his credit card details (credit card number, date of expiry, security number) with the hotel as a guarantee, or where the guest has signed the booking confirmation bearing his name and address, and returned it to the hotel.

The hotel undertakes to act as follows: in the event of the guest failing to turn up or cancelling after 6pm, the hotel shall charge the guest only 80% of the cost of the overnight stay, breakfast included, provided the room could not be sold to another client. The hotel shall check the guest's credit card details, but shall not charge his credit card account until the guest has either arrived or has ended his stay, as the case may be.

c) The hotel shall cancel a booking with no charge to the guest in a case of force majeure (an event that is unforeseen or beyond a party's control) that renders the arrival of the guest impossible, or if the guest would only be able to arrive by risking life and limb, or by burdening himself with unacceptably high travelling expenses. This shall also apply in those cases where the guest was unable to inform the hotel in time

about his non-arrival, with the result that the deadline for free cancellation had already passed.

V. Revocation on the part of the hotel; notice given with good cause

1.) Insofar as the client is entitled, on the basis of a specific written agreement, to withdraw from the contract free of charge within a certain period of time, the hotel, for its part, shall be entitled to withdraw from the contract within such period of time should other clients have made enquiries regarding the rooms booked under contract, and should the client, following a request on the part of the hotel, refuse to waive his right to revoke the contract free of charge.

2.) Should the client fail to pay the deposit and/or the balance due in accordance with the agreed settlement date, the hotel, having sent him a reminder and named a due date for payment, shall be entitled to revoke the contract and to charge the client cancellation fees pursuant to clause IV(1) or clause IV(2), as the case may be.

3.) The hotel shall advise the client in writing and without undue delay regarding the exercising of his right to withdraw from the contract.

4.) Should the hotel be justified in withdrawing from the contract, the client shall not be entitled to claim damages, unless the hotel has acted wilfully and knowingly or with gross negligence.

5.) Furthermore, the hotel shall be entitled for objectively justifiable reasons to give extraordinary notice of termination of the contract (section 314 of the German Civil Code), for instance in the case of rooms that were booked on the basis of misleading or false statements regarding essential facts, for example with respect to the client's person or the purpose of the booking; in the case of a client who, while availing himself of the hotel's services, and despite being warned by the hotel that he will be given notice, continues to cause disruption to such an extent that the hotel has reasonable grounds for assuming that should this client continue to avail himself of the hotel's services, the trouble-free business operations, safety or public image of the hotel may be put at risk, whereby no blame is ascribed to the hotel managers or organisers; in the case of a client who contravenes Clause I(2) above (Unauthorised sub-letting or letting to third parties).

VI. Rooms provided and handed over to the client; return of the rooms

1.) The client may not demand specific rooms be put at his disposal.

2.) Rooms that have been booked shall be put at the client's disposal from 3pm on the agreed day of arrival, unless another point in time has been agreed in writing in the contract. The client may not demand that a room be provided for him any earlier. Where a client has not made a firm booking, the hotel reserves its right to allocate a room to other persons after 6pm, insofar as client and hotel have failed to agree expressly on a later time of arrival.

3.) On the agreed day of departure, the client shall clear his rooms and place them at the hotel's disposal by 9:30am. In the event of a client returning a room at a later point in time, the hotel may demand a fee for such additional use. In the event of a room being used after 6pm, the client shall be invoiced for this and charged 100% of the current daily rate for overnight stays. The client shall be at liberty to demonstrate that the hotel did not suffer any loss or damage, or that the hotel only suffered minor damage or loss.

4.) The Robert Schuman Haus, including its rooms, is a non-smoking establishment. Any failure to observe this rule will result in the imposition of a cleaning fee to remove the damage done.

VII. The hotel's liability

1.) The hotel shall be liable in accordance with statutory provisions for all claims arising from injury to life, limb or health.

2.) However, the hotel shall not be liable for other damage or loss

2.1.) unless such damage or loss was the result of gross negligence on the part of the hotel and neglect in the performance of its duties, or of wilful or gross negligence on the part of one of the hotel's statutory agents or persons employed in the performance of its duties;

2.2.) or unless the damage was to items brought into the hotel (section 701 of the German Civil Code), in which case the hotel shall be liable only where the loss, destruction or damage was the fault of the hotel or one of its employees, or where

the items brought into the hotel were handed over to it for safe keeping, or where the hotel - in contravention of section 702(3) of the German Civil Code - had refused to take such items into its safe keeping;

2.3.) or in the case of damage that may be ascribed to a material breach of the contract, or of a major obligation arising from the contractual relationship, which might place the purpose of the contract in jeopardy; or in the case of damage that may be ascribed to the fact that the hotel claimed to be trustworthy in a particular way, whereas its trustworthiness turned out to be deceptive. In such cases, liability shall be restricted in accordance with Clauses VII(1), (2.1) and (2.2) above to damage that is foreseeable and typical for this type of contract.

3.) Pursuant to section 702(3) of the German Civil Code, the hotel shall take money, securities, precious items and other valuables into its safe keeping, unless such items are excessively large or valuable in view of the size or status of the hotel, or unless they constitute a hazard. The hotel may demand items be handed over in a locked or sealed container.

4.) The hotel shall be liable to the client for items brought into it in accordance with statutory provisions. Should the client fail to complain promptly to the hotel once he has become aware of such loss, destruction or damage, his claims for liability shall expire. This shall not apply in the case of items handed over to the hotel for safe keeping, or where the hotel or its employees were to blame for the loss, destruction or damage.

5.) Insofar as a parking space in the hotel grounds has been placed at the client's disposal, even where the client pays for such, this shall not constitute a contract of deposit. The hotel shall not be obliged to keep it under surveillance. The hotel shall not be liable in the event of loss of, or damage to, vehicles parked or manoeuvring in the grounds of the hotel and their contents, insofar as the hotel has not acted with gross negligence, or one of its legal representatives or persons employed in performing an obligation has not acted wilfully and knowingly or with gross negligence. In the latter case, the client shall assert his claims against the hotel no later than when he is leaving the hotel grounds.

VIII. Specific conditions relating to banqueting events

1.) Amendments to the number of participants and the timing of events

a) The client shall inform the hotel banqueting department of any amendment to the number of participants in excess of 5% no later than five working days before the start of the event. Any amendment shall require the hotel's consent. (It shall examine the amendment in the light of the law on events.)

b) In drawing up an invoice, the hotel shall acknowledge any reduction in the number of participants by no more than 5%. In the case of amendments in excess of this amount, it shall base its calculations on the original number of participants registered minus 5% of the value of the invoice.

c) In the case of an upward deviation, the hotel shall charge for the actual number of participants.

d) Should the client request a deviation from the number of participants by more than 10%, the hotel shall be entitled to fix the agreed prices anew.

e) Should the client change the agreed starting and finishing times of the event without obtaining the previous written consent of the hotel, the hotel may invoice him for any additional costs arising from its readiness to perform, unless any fault may be attributed to the hotel.

f) Events shall end at 2am.

2.) Technical equipment and connections

a) In cases where the hotel procures technical and other equipment from third parties for the client and at the client's request, it shall be acting in the name of the organiser, on his authority and for his account.

The event organiser shall be liable for the careful handling of such equipment and its orderly return. He shall indemnify the hotel against all claims brought by third parties arising from the provision of such equipment.

b) The organiser shall obtain the hotel's previous written consent in cases where he wishes to use his own electrical equipment and connect it to the hotel's power supply. The organiser shall be liable for any faults in, or damage to, the hotel's technical installations arising from the use of such equipment, insofar as the hotel is not responsible for such faults or damage.

c) Wherever possible, the hotel shall immediately remedy any malfunctioning in technical or other equipment it provides. The client may not withhold payment or reduce the amount of payment due unless the hotel was responsible for such malfunctioning.

3.) Loss of, or damage to, items brought into the hotel

a) The organiser shall bear any risk for exhibits or other items brought into the hotel, including personal ones, kept in the function rooms or in the hotel, as the case may be. The hotel may not be held liable for any loss, destruction or damage to such items, unless the hotel is responsible for such loss, destruction or damage.

b) Materials brought in for decoration shall meet the requirements of fire safety regulations. The hotel shall be entitled to demand official proof of this. In order to pre-empt possible damage, the organiser shall come to a previous written agreement with the hotel regarding the installation and affixing of any items.

c) The organiser shall promptly remove any exhibits or other items brought into the hotel after the end of the event. Should he fail to meet this obligation, the hotel may remove and store such items at the organiser's expense. The hotel may charge a rental fee as long as any items remain in the room the event was held in. Proof of greater loss or damage shall lie with the hotel; proof that loss or damage was not so great shall lie with the organiser.

4.) The organiser's liability for loss or damage

The organiser shall be liable for all loss of, or damage to, the building or its fixtures culpably caused by participants in, or visitors to, the event, by employees, other third persons associated with him, or by the organiser himself.

IX. Final provisions

1.) Amendments of, or additions to, the contract, to the acceptance of the application or to these Terms and Conditions of Business shall be made in writing; this shall also apply to amendments to the written form requirement set down in this clause.

2.) The place of performance and of payment shall be the headquarters of the Company.

3.) The law of the Federal Republic of Germany shall apply both to the contractual relationship and to the legal relationship as a whole.

4.) Should individual provisions in the contract or these Terms and Conditions of Business be, or become, void or invalid, this shall not affect the validity of the remaining provisions.

X. Data protection

We wish to point out that we will use and store your personal data exclusively for the specific purpose for which they were intended and will not disclose your personal data to third parties without your consent.

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