

## GENERAL TERMS AND CONDITIONS FOR SERVICES OF THE GEWANDHAUS DRESDEN

The following terms and conditions are valid for all services, e. g. Logis, rent of conference- and banqueting rooms for events and all further services and deliveries within this agreement. They are equally valid for the rent of further rooms, showcases and spaces. Exclusively the following terms and conditions apply. Terms and conditions of the client will not be part of the contract, even if not contradicted.

### 1. CONTRACTUAL RELATION

The reservation of rooms and spaces as well as the agreement on further deliveries and services will be valid for both sides with the confirmation of the Gewandhaus Dresden. If time does not allow it validity exists with the allocation of those rooms and spaces. The reservation of rooms, showcases and spaces constitutes a tenancy. Subletting or use of hotel rooms for other reasons than the temporary accommodation is subject to written confirmation of the Gewandhaus Dresden. If the reservation is done by a third party, he will be contractual partner, even with a valid authorization of the guest, and is together with the guest co debtor for all out of this contract resulting commitments.

1a) Our Gewandhaus Dresden is a non-smoking hotel. Accordingly, smoking is not allowed in the hotel rooms. When smoking in our rooms and other hotel spaces, a cleaning fee of 150 EUR will be charged. Our guests are allowed to proof that the costs of the basic cleaning of 150 EUR have not been incurred or are actually lower.

### 2. ARRIVAL AND DEPARTURE

Booked rooms are available from 15.00 on the arrival day until 12.00 on departure. The allocation of rooms is decided on the day of arrival by the Gewandhaus Dresden. If a late arrival has not been agreed the Gewandhaus Dresden has the right to re-allocate booked rooms after 18.00 without that the guest can claim for compensation. If the guest foresees late departure after 12.00 he is asked to inform the Front Desk until latest 22.00 the day before departure. If departure is before 18.00 half the room rate, if after 18.00 the full room rate is to be paid.

### 3. RATES

Rates are subject to the rates-list valid at the time of service; if VAT applies, it is included in the rate. If the VAT increases after the conclusion of the contract it is at the expense of the guest. If a contract-rate has been agreed upon and 6 months have passed between conclusion of the contract and the service, the Gewandhaus Dresden reserves the right to change the rate accordingly.

### 4. CONDITIONS OF PAYMENT

All invoices of the Gewandhaus Dresden based on a contract are due net 14 days after the invoice date. In any case the Gewandhaus Dresden can ask a deposit of an adequate amount. If the delay is exceeded the guest is in default without a warning being necessary. If in default the Gewandhaus Dresden reserves the right to charge interest for default of 3% of the federal funds rate of the European Central Bank. The right to charge higher interest for default is not violated by this. For warnings that occur after the guest enters in default a fee of 20 Euro can be asked.

### 5. WITHDRAWAL AND CANCELLATION

In case of major forces or other causes of withdrawal not influenceable by the Gewandhaus Dresden, especially those outside of the sphere of its influence, the Gewandhaus Dresden reserves the right to withdraw from the contract without that the guest can claim for compensation. If the guest is not using the reserved room without giving notice, he stays committed to payment under the in point 5a) to 5c) mentioned conditions. The reason of hindrance is of no matter. The following cancellation policy applies:

5a) Logis until 10 persons:

- up to 1 day before arrival (11.59 pm local time on the day prior to arrival) cancellation free of charge
- afterwards a fee of 90% of the contracted room rate will be charged for rates excluding breakfast or 80% of the contracted room rate including breakfast

5b) Logis from 10 to 50 persons:

- up to 6 weeks before arrival cancellation free of charge
- up to 2 weeks before arrival cancellation free of charge if less than 50% of the group members cancel, if not 50% of the agreed accommodation price will be charged
- up to 3 days before arrival 80% of the contracted accommodation price will be charged
- afterwards the full Room Rate for the first night and 80% of all further reserved nights will be charged

5c) Logis over 50 persons

- up to 12 weeks before arrival cancellation free of charge
- up to 4 weeks before arrival cancellation free of charge if less than 50% of the group members cancel, if not 50% of the agreed accommodation price will be charged
- up to 6 days before arrival 80% of the agreed accommodation price will be charged

In all cases the following applies: The guest reserves the right to proof a minor damage, the Gewandhaus Dresden reserves the right to proof a higher damage.

### 6. EVENTS

The client needs to take care to obtain all necessary official permissions in time and at his own costs to guarantee the execution of his event. He is incumbent on compliance of those permissions as well as all official regulations concerning his event. Newspaper advertisement and public invitation as well as promotional events are subject to written approval by the Gewandhaus Dresden. The Gewandhaus Dresden reserves the right to cancel the event, if by publication the interests of the Gewandhaus Dresden are affected, or if the

Gewandhaus Dresden has cause for assumption that the event might endanger the normal service, the security or the reputation of the hotel or its guests. The client has in this case no right to claim compensation. By ordering technical or other equipment from third parties for the client, the Gewandhaus Dresden acts on behalf and for the account of the client. The client guarantees for good usage and proper return of this equipment and frees the Gewandhaus Dresden of all claims by third parties that may result from the license of this equipment. The client may bring own food and beverage only with the written approval by the Gewandhaus Dresden. A service charge will occur.

The following cancellation policy applies for events:

- up to 12 weeks by written explanation cancellation free of charge.  
Afterwards the Gewandhaus Dresden reserves the right to charge the agreed Room Rate respectively 30% of the agreed seminar rate or the cancelled food sales, if the rooms have not been rented otherwise.
- up to 4 weeks before the event the Gewandhaus Dresden can charge in addition to the agreed room rate 50% of the agreed seminar rate respectively the cancelled food sales. If no food had been selected the cheapest 3-course-menu will be accounted for.

In the event of late cancellation the Gewandhaus Dresden reserves the right to charge 90% of the agreed seminar rate respectively the cancelled food sales additionally to the room rate. The food sales is calculated by minimum-menu-price x number of persons.

Changing the number of participants: A change of the number of participants exceeding 15% has to be disclosed to the banqueting department latest 3 working days before the event. It is subject to approval by the Gewandhaus Dresden. If increasing the total number of participant is charged. If changing the number by more than 40% the Gewandhaus reserves the right to recalculate prices and change spaces and rooms as long as reasonable for the client. In all cases the following applies: The guest reserves the right to proof a minor damage, the Gewandhaus Dresden reserves the right to proof a higher damage. Special services that become invalid following a cancellation are to be paid in any case. The client needs to guarantee for every loss or damage occurred by himself, his employees or guests. It falls to the client to effect such insurances. The Gewandhaus Dresden can ask for proof of such insurances. To prevent of damage decoration or further objects may only be fixed with written approval by he Gewandhaus Dresden. If rights of third parties (e. g. copy right) are touched during the event, the client is obligated to pay the fees needed (e. g. GEMA) directly and before the event. If compensation claims are made against the Gewandhaus Dresden, the client frees the Gewandhaus Dresden against claims by third parties.

### 7. LIABILITY

The Gewandhaus Dresden endeavours timely execution of wake up- calls, the timely submission of messages and deliveries of any kind. Lost property will only be sent on demand, at the costs and at the risk of the guest. After one year the lost property will fall into the ownership of the finder. No liability of the Gewandhaus Dresden results of the points mentioned. If a parking space on the private parking or a different place – even if chargeable – is provided to the guest, no custody agreement is made. An obligation of supervision is not existing. The Gewandhaus Dresden is only liable for direct damage at the car that result of already existing deficits of the space, at the most up to 15,000.00 Euro per car including attachments. The damage has to be signalised to the hotel the latest when leaving the hotel property. The utilisation of recreational facilities of the hotel is on own risk. Brought objects (technical equipment of personal objects) of the client are left in the meeting rooms on the own risk of the client. The liability of the hotel and his employees is limited to intention and culpable negligence.

### 8. GENERAL

If any regulation of the general terms and conditions might not be valid it does not touch the effectiveness of other regulations. Instead of the invalid regulation another regulation that resembles this one applies. Deviant regulations and agreements are need to be made in written form. Oral agreements don't exist. Jurisdiction is Hannover. The law of the Federal Republic of Germany exclusively applies.

### 9. ARBITRATION PROCESS

In accordance with § 36 VSBG the Gewandhaus Dresden is under an obligation to inform you about the possibility of participating in an arbitration process for settling consumer disputes as specified in the legislation on consumer dispute settlement. The Gewandhaus Dresden is neither willing nor obliged to participate in dispute settlement processes before a body for settling consumer disputes. In accordance with § 37 VSBG the following applies to legal disputes which have already begun: the body responsible for settling consumer disputes which is responsible for the Gewandhaus Dresden is the Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V. (General Office for Consumer Dispute Arbitration of the Centre for Arbitration), Straßburger Str. 8 in 77694 Kehl, Tel.: +49 7851 79579 40, Fax: +49 7851 79579 41, Email: mail@verbraucher-schlichter.de. The Gewandhaus Dresden does not participate in dispute settlement processes as specified in the legislation on settling consumer disputes before the above-mentioned body for consumer dispute settlement.