

Terms and conditions

for events at aja Hotels & Resorts

I. Scope

- 1.1. These Terms and Conditions shall apply to Agreements regarding the hire of conference, banquet and event spaces at aja Resort for the hosting of events such as banquets, seminars, conferences, exhibitions, presentations, etc. and for all other services and products provided by aja Resort in association with the above. These Terms and Conditions shall be subsidiary to individual contractual arrangements between the Parties.
- 1.2. Any sublease or rehire of the provided spaces, areas or display cabinets and any invitations to interviews, sales events or similar events shall require the prior written permission of aja Resort; German Civil Code (Bürgerliches Gesetzbuch, BGB) Section 540(1) second sentence shall be inapplicable unless the Organiser is a consumer.
- 1.3. Terms and conditions of the Organiser shall only be applicable if they have been explicitly approved in writing beforehand.

II. Entry into Agreement, Parties to Agreement, liability, limitation period

- 2.1. The Agreement shall take effect on acceptance (confirmation) of the request from the Customer/Purchaser; the latter shall be the Counterparty to the Agreement.
- 2.2. If the Customer/Purchaser is not the Organiser itself or if the Organiser engages a commercial agent or logistics representative, this entity along with the Organiser shall have joint and several liability for all obligations under the Agreement if a corresponding statement from the Organiser has been provided to aja Resort.
- 2.3. aja Resort shall be liable for applying the due care of a prudent business enterprise when discharging its obligations under the Agreement. It shall be impossible for the Organiser to claim damages. Excluded from this shall be damages related to injury to life, limb or health where aja Resort is responsible for the breach of obligation; miscellaneous losses stemming from an intentional or grossly negligent breach of obligation by aja Resort and losses stemming from an intentional or grossly negligent breach by aja Resort of obligations typical for the nature of the Agreement. A breach of obligation committed by a legal representative or agent shall be seen as equivalent to one committed by aja Resort. Should there be disruptions or defects apparent in aja Resort's services, aja Resort shall endeavour to provide redress when informed or on receiving an immediate complaint from the Organiser. The Organiser shall be required to contribute what is reasonable for the Organiser for the resolution of the disruption and minimising potential damage. For the rest, the Organiser shall be required to provide aja Resort with timely notice of the possibility of unusually great damage being incurred.
- 2.4. All claims against aja Resort shall normally expire one year after the commencement date provided in the statute of limitations. Claims for damages shall expire after five years regardless of whether relevant knowledge was obtained. Shorter expiry deadlines shall not apply to claims based on an intentional or grossly negligent breach of obligation by aja Resort.
- 2.5. Furthermore, the liability of aja Resort for miscellaneous damage shall be limited to a maximum amount of €3,000,000.00 for personal injury and material damage and a maximum amount of €100,000.00 for financial losses for each individual claim and for all claims arising from and in connection with the contractual services. This limitation and disclaimer of liability shall not apply if the miscellaneous damage is based on an intentional or grossly negligent breach of obligation by aja Resort, its legal agents or its executive staff.
- 2.6. aja Resort's liability to the Counterparty for objects brought into the spaces shall be based on statutory provisions, that is, limited to the lodging charge multiplied by 100, capped however at €3,500.00. Liability shall be limited to €800.00 for valuable objects (cash, jewellery, etc.). Money and valuable objects that are stored in the Hotel's safe shall be insured up to a maximum value of €25,600.00. aja Resort recommends making use of this option. Liability entitlements shall be void if the Counterparty does not immediately report to aja Resort any loss, destruction or damage after gaining knowledge of it.
- 2.7. If the Counterparty is provided with a parking bay in the garage or in an aja Resort car park, including for a fee,

this shall not represent entry into a safekeeping agreement. aja Resort shall not be subject to any monitoring obligation. If vehicles parked or shunted on the aja Resort property or the contents of them go missing or are damaged, aja Resort shall not be liable for this unless caused by the intent or gross negligence of aja Resort. The same shall also apply to agents of aja Resort. Any damage claim shall be exercised against aja Resort no later than the time of leaving the property.

- 2.8. aja Resort shall perform wake-up calls with the greatest diligence. Any claims for compensation shall be prohibited unless due to gross negligence or intent.
- 2.9. Correspondence, post and goods received for the Counterparty and the event attendees shall be treated with care. aja Resort shall receive and store these items and, if desired, shall forward them for a fee; on request, the same may be done for lost items that are recovered. Any claims for compensation shall be prohibited unless due to gross negligence or intent. aja Resort shall be entitled to submit the aforementioned objects to the official, local lost-property office after no longer than a one-month storage period and may charge a reasonable fee for this.
- 2.10. The Guest shall be required to comply with the policies applicable at the Hotel. The Hotel shall reserve the right to terminate the Agreement without notice if the Hotel's policies are breached. The Hotel shall remain entitled to the full amount of remuneration in the event that the Agreement is terminated. Expenses that are saved shall be deducted from the remuneration entitlement.

III. Services, prices, payment, offsetting of accounts

- 3.1. aja Resort shall be required to perform the services ordered by the Organiser and promised by the Resort.
- 3.2. The Organiser shall be required to pay the aja Resort prices that are stipulated or typical for these services and any other utilised services. This shall also apply to services provided and expenses made by aja Resort to third parties at the behest of the Organiser, and especially to amounts payable to copyright-licensing agencies. Furthermore, the Counterparty shall be liable for payment for all food and beverages ordered by the event attendees and for all other costs incurred by the event attendees. The same shall also apply if the booking specifies that Guests are to pay for themselves.
- 3.3. The agreed prices shall include the applicable value added tax. Should the time between entry into the Agreement and the event exceed four months and should the price generally charged by aja Resort for such services increase, the contractually stipulated price may be reasonably increased by up to a maximum of 5 per cent. The same shall apply if government authorities impose special safety and hygiene regulations that result in additional expense for the Hotel, even if they are for the Guest's safety.
- 3.4. Invoices from aja Resort that do not state a due date shall be payable in full within ten days of receipt of the invoice. aja Resort shall be entitled at any time to make due invoices payable and demand immediate payment. If a payment due date is missed, aja Resort shall be entitled to charge the relevant penalty interest provided by law, currently 8 per cent above the base interest rate or 5 per cent for transactions in which a consumer is involved. aja Resort shall reserve the right to demonstrate evidence of incurring greater losses.
- 3.5. aja Resort shall be entitled at any time to demand reasonable payment in advance. The amount of prepayment and the dates for it may be agreed in writing in the Agreement.
- 3.6. The Organiser may only use receivables that are undisputed or legally upheld to offset or net against accounts payable to aja Resort.

IV. Arrival and departure

- 4.1. The Counterparty shall not acquire any entitlement to the provision of specific rooms, spaces or areas unless aja Resort has given written confirmation of the provision of specific rooms, spaces and areas.
- 4.2. Booked rooms shall be available to the Counterparty from 3 p.m. on the agreed day of arrival. The Counterparty shall have no entitlement to earlier provision unless this has been agreed in writing with aja Resort.

- 4.3. The Counterparty or relevant event attendees shall commence use of the booked rooms by no later than 6 p.m. on the agreed date of arrival. Unless a later arrival time has been explicitly agreed, aja Resort shall have the right after 6 p.m. to make use of the booked rooms for other purposes and the Counterparty shall not be able to claim compensation for such usage. In this respect, aja Resort shall be entitled to a right of withdrawal.
- 4.4. The rooms shall be vacated and provided back to aja Resort by no later than 11 a.m. on the agreed day of departure. After this time, aja Resort may charge the room's daily rate for the extended use of the room, in excess of the loss incurred through such usage; aja Resort may charge 100 per cent of the applicable lodging rate after 6 p.m. The Guest shall be at liberty to demonstrate to aja Resort that it has not incurred a loss or has incurred a loss of a significantly lesser extent.

V. Withdrawal of the Organiser (cancellation)

- 5.1. The following staggered penalties shall apply to the complete cancellation or non-utilisation of the Hotel's services:
 - free of charge up to 8 weeks before arrival
 - 60 per cent of the Agreement value shall be charged up to 4 weeks before arrival
 - 70 per cent of the Agreement value shall be charged up to 2 weeks before arrival
 - 80 per cent of the Agreement value shall be charged up to 1 week before arrival
 - 90 per cent of the Agreement value shall be charged if fewer than 7 days before arrival
 The written approval of aja Resort shall be required for the Organiser to withdraw free of charge from the Agreement entered into with aja Resort. Should such approval not be given, the hire/lodging charge for the event spaces and booked rooms stipulated in the Agreement and costs for services arranged with third parties shall in all cases be payable if the Organiser does not utilise contracted services and a rehire is no longer possible. This shall not apply if aja Resort breaches its obligation to consider the rights, legal privileges and interests of the Organiser if they render the Organiser's compliance with the Agreement unreasonable or if the Organiser enjoys some other legal or contractual right to withdraw.
- 5.2. Where aja Resort and the Organiser have agreed in writing on a date for free-of-charge withdrawal from the Agreement, the Organiser may withdraw from the Agreement up to that point in time without incurring claims from aja Resort for payment or damages. The Organiser's right to withdrawal shall be void if it does not exercise said right to withdrawal in writing to aja Resort by the agreed date unless the circumstances are a case as described in subsection 1, third sentence.
- 5.3. Lost revenue from meals and beverages shall be charged based on this formula: menu price plus beverages x number of attendees. If a price was not yet agreed for the menu, the lowest-price three-course menu for the relevant, applicable event offering shall be used as a basis. Beverages shall be charged at one-third of the menu price.
- 5.4. The figures set out in subsections 1 to 3 already reflect expenses saved. The Organiser shall be at liberty to demonstrate that the actual losses suffered are non-existent or are of a lesser amount to reduce the above entitlement accordingly. The Organiser shall reserve the right to demonstrate that smaller losses were incurred; aja Resort shall reserve the right to demonstrate that greater losses were incurred.

VI. Modification/partial return of room capacity as part of the event

- 6.1. aja Resort shall grant the Organiser the option to return parts of the allotment reserved by it; charges for compensation or cancellation shall not be made for this if the return occurs by the following deadlines.
- up to 6 weeks before arrival: 15 per cent of the contractually stipulated quantity of rooms
 - up to 2 weeks before arrival: 10 per cent of the contractually stipulated quantity of rooms
 - fewer than 2 weeks but more than 7 days before arrival: 5 per cent of the contractually stipulated quantity of rooms (at least 1 room); the basis for the percentage reductions laid out here shall generally be the first Agreement signed. If the Organiser returns an allotment larger than that stated above for the relevant time, aja Resort shall be entitled to charge for the amount cancelled in excess of the aforementioned percentage. The above return deadlines shall not apply to call-in allotments with an agreed cut-off date for bookings.

VII. Changes in the number of attendees and event time

- 7.1. aja Resort shall grant the Organiser the option to return the attendee numbers, areas and spaces reserved by it; charges for compensation or cancellation shall not be made for this if the return occurs by the following deadlines.
- up to 6 weeks before arrival: 20 per cent of the contractually stipulated event service
 - up to 2 weeks before arrival: 10 per cent of the contractually stipulated event service
 - fewer than 2 weeks but more than 7 business days before arrival: 5 per cent of the contractually stipulated event service

A change in the number of attendees shall be communicated to aja Resort no later than seven business days prior to the beginning of the event; such changes shall require the approval of aja Resort. The basis for the percentage reductions laid out here shall generally be the first Agreement signed. A free-of-charge reduction shall be impossible in the seven business days preceding the beginning of the event; the agreed services shall be charged at 100 per cent. Lost revenue from meals and beverages shall be charged based on this formula: menu price plus beverages × number of attendees. If a price was not yet agreed for the menu, the lowest-price three-course menu for the relevant, applicable event offering shall be used as a basis. Beverages shall be charged at one-third of the menu price.

- 7.2. Charges shall be based on the actual number of attendees in the event that the number is greater than agreed. Any increase of more than 5 per cent in the number of attendees shall be communicated to aja Resort in writing seven days before the beginning of the event. Written approval from aja Resort shall be required for the increase to be valid.
- 7.3. For variances of more than 10 per cent, aja Resort shall be entitled to redetermine the agreed prices and swap the confirmed spaces unless this is unreasonable for the Organiser.
- 7.4. Should the event's agreed start or finish times be pushed back or brought forward and aja Resort approve of these changes, aja Resort may charge reasonable amounts for its additional commitment unless aja Resort has committed an error.
- 7.5. Unless otherwise arranged, aja Resort shall be able to charge for labour expenses after midnight on an itemised basis if the event goes beyond midnight. Furthermore, aja Resort may pass on itemised charges for employees' travel expenses if they must commute home after public transport has ceased operating.

VIII. Withdrawal of aja Resort

- 8.1. If a right to free-of-charge withdrawal by a set deadline has been agreed in writing for the Organiser, aja Resort for its part shall be entitled to withdraw from the Agreement by that deadline if there are enquiries from other organisers for the contractually booked event spaces and the Organiser does not waive its right to withdrawal when asked by aja Resort.
- 8.2. If an advance payment that is agreed or demanded in accordance with section 3.5 is not paid, aja Resort shall also be entitled to withdraw from the Agreement.

8.3. Furthermore, aja Resort shall be entitled to withdraw from the Agreement or parts of the Agreement for an objectively justified reason, for example if:

- force majeure or other circumstances for which aja Resort is not responsible, e.g. even government orders to shut down, make fulfilment of the Agreement impossible
- events are booked while providing misleading or inaccurate information about key facts, e.g. the Organiser or purpose
- aja Resort has reason to believe that the event would endanger aja Resort's orderly business operations, security, safety, including from health risks; or public image without this endangerment being attributable to things within aja Resort's control or organisation
- there exists a breach of section 1.2
- the Counterparty files to commence insolvency proceedings for its assets, must submit an affidavit within the circumstances provided in German Code of Civil Procedure (Zivilprozessordnung, ZPO) Section 807, initiates an out-of-court procedure serving to settle debts or ceases to make payments
- insolvency proceedings are commenced for the Counterparty's assets or commencement of such is denied due to a lack of assets or for other reasons

8.4. The Organiser shall not be entitled to damages if aja Resort withdraws from the Agreement for cause.

IX. Bringing in outside food and beverages

- 9.1. The Organiser generally may not bring food and drinks to events. Exceptions shall require a written agreement with aja Resort. In these cases, charges shall be levied to help pay overhead expenses.

X. Technical equipment and connections/ execution of events

- 10.1. Where aja Resort procures technical and other equipment from third parties for the Organiser at its behest, it shall act in the name, on the authority and at the expense of the Organiser. The Organiser shall be liable for handling equipment with care and duly returning it. The Organiser shall indemnify aja Resort against all third-party claims relating to the provision of this equipment.
- 10.2. The use of the Organiser's own electrical equipment using aja Resort's electrical systems shall require aja Resort's written agreement. Disruptions or impairments of aja Resort's technical equipment as a result of using these devices shall be charged to the Organiser if they are not the fault of aja Resort. aja Resort may record and charge lump sums for power costs incurred through usage.
- 10.3. The Organiser shall be entitled to use its own telephone, fax and data transmission equipment when approved by aja Resort. aja Resort may request a connection fee for this.
- 10.4. Should connection of the Organiser's own equipment result in suitable equipment of aja Resort going unused, compensation for downtime may be requested.
- 10.5. Disruptions to technical or other equipment provided by aja Resort shall be resolved immediately as far as possible. Payments may not be withheld or reduced if aja Resort is not at fault for these disruptions.
- 10.6. The Counterparty shall have its own responsibility for taking care of the required formalities and fees for the relevant institutions (e.g. GEMA) when presenting music and sound that it has arranged itself.
- 10.7. The Counterparty may use the names and trademarks of aja Resort for the promotion of its event only after prior coordination with aja Resort.

XI. Loss or damage of objects brought in from outside

- 11.1. Exhibition objects or other objects, including personal ones, that are brought into the event spaces or aja Resort shall be located there at the Organiser's risk. aja Resort shall not be liable for any loss, disappearance or damage, including for financial losses, except in cases of gross negligence or intention on the behalf of aja Resort. Excluded from this shall be damage related to injury to life, limb or health. Also excluded from this disclaimer shall be all cases in which the safekeeping represents an obligation typical for the Agreement owing to the circumstances of the individual situation.
- 11.2. Organiser-supplied decorative material shall meet fire safety requirements. aja Resort shall be entitled to

demand official evidence of this. Should such evidence not be provided, aja Resort shall be entitled to remove material already brought in at the Organiser's expense. The construction and installation of objects shall be coordinated with aja Resort beforehand due to potential damage.

- 11.3. Exhibition objects or other objects that are brought in shall be immediately removed after the event ends. Should the Organiser not do this, aja Resort may have them removed and stored at the Organiser's expense. If the objects remain in the event space, aja Resort may charge reasonable compensation for use of the space for the time they are left in there. The Organiser shall be at liberty to demonstrate that the actual losses suffered are non-existent or are of a lesser amount to reduce the above entitlement accordingly.
- 11.4. Packing material (boxes, crates, plastic, etc.) accrued by the Counterparty or third parties in connection with the supply of goods for the event shall be disposed of by the Counterparty before or after the event. Should the Counterparty leave behind packing material at aja Resort, aja Resort shall be entitled to have it disposed of at the Counterparty's expense.

XII. Customer liability for damage

- 12.1. If the Organiser is a business entity, it shall be liable for all damage to buildings or inventory that is caused by event attendees or visitors, employees, other third parties from its sphere or by the Organiser itself.
- 12.2. aja Resort may demand that the Organiser provide appropriate security (e.g. insurance policies, deposits, guarantees).

XIII. Concluding provisions

- 13.1. Amendments or additions to the Agreement, to the acceptance of the request or these Terms and Conditions for Events shall be made in writing. Unilateral amendments or additions by the Organiser shall be prohibited.
- 13.2. The place of performance and payment shall be the registered place of business of aja Resort.
- 13.3. The sole venue for commercial dealings shall be the court having jurisdiction for aja Resort's registered place of business, including for cheque and promissory-note disputes. Where a Party meets the requirement of ZPO Section 38(2) and does not have a venue within Germany, venue shall be the court having jurisdiction for the registered place of business of aja Resort.
- 13.4. German law shall be applicable. Application of UN sales law or conflict-of-law provisions shall be prohibited.
- 13.5. Should individual provisions of these Terms and Conditions for Events be invalid or void, the validity of the remaining provisions shall not be affected thereby. Statutory provisions shall otherwise apply.