



# CASTLEWOOD HOTELS

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## General Terms and Conditions of the Castlewood Hotels und Resorts AG

### I General Terms and Conditions

#### Art. 1 Scope, publication

1. These General Terms and Conditions ("T&Cs") apply to all agreements concluded by the Castlewood Hotels und Resorts AG with its customers in connection with its business operations, especially for contracts concerning the rental of hotel rooms and supplementary services provided in that connection (together known as "hotel services"), as well as to contracts for the rental of rooms for the hosting of events, e.g. conferences, seminars, banquets, balls, exhibitions and other private or publicly accessible celebrations/parties, together with the supplementary services provided in that connection (together known as "event services").

2. The Company has published these T&Cs on its website [www.castlewood-hotels.com](http://www.castlewood-hotels.com) and they are publicly displayed in a printed, clearly legible form in the hotel's reception.

#### Art. 2 Quotations, establishment of a contract, customer details, subsidiary agreements

1. The Company's quotations are generally non-binding and subject to change, unless the Company explicitly labels the quotation as being binding, and the quotation states a specific period of validity.

2. A contract is established with the Company if the Company accepts the Customer's contractual offer - reservation of hotel rooms ("provision of accommodation") or event rooms as well as possible supplementary services - and confirms the acceptance of the reservation to the Customer in text form for the rental of hotel rooms, and in writing for the rental of event rooms. If hotel rooms are reserved verbally only (over the telephone), by derogation from sentence 1 above, a contract for the accommodation requested by the Customer is already established through the Company's acceptance of the reservation; it is not necessary that this reservation be confirmed in text form. If the Company has issued a binding quotation to the Customer (see no. 1), the contract is established through the Customer declaring its acceptance of the quotation and if his declaration of acceptance is received by the Company before the expiry of the period of validity. Any declaration of acceptance received following the expiry of this time limit, constitutes a contractual offer within the definition of sentence 1.

3. Prior to the conclusion of contract, meaning prior to or upon making his reservation, and in the event that he firstly wishes to be given a binding quotation from the Company in accordance with no. 1, before or upon requesting such a quotation, the Customer is obliged to truthfully inform the Company about the circumstances material to the contract, such as his identity, his ability to pay, or the purpose of his requested hotel and/or event services (see Art. 1 paragraph 1), and to voluntarily disclose all circumstances linked to his reservation, which, due to their political, religious or other nature, are likely to disrupt safety, particularly that of other guests, or the smooth operation of the business or the reputation of the Company or its hotel.

4. Subsidiary agreements or additional agreements must always be confirmed in writing by the Company in order to be effective.

#### Art. 3 Ancillary and supplementary services

1. When reserved or separately ordered by the Customer, the Company will provide ancillary and supplementary services, which, alongside the following paragraphs 2 and 3, shall also be subject to the provisions contained in Part II of these T&Cs if said services are rendered in the course of, or in connection with the provision of accommodation, as well as the provisions contained in Part III of these T&Cs, if said services are rendered in the course of, or in connection with the rental of event spaces.

2. The Customer is obliged to pay for all of the ancillary or supplementary services reserved, or separately ordered or utilized without pre-ordering, and provided by the Company at the prices agreed in the reservation or the order, or for additionally utilized services, which will be charged in accordance with the Company's standard prices (see Art. 4 paragraph 1). The same applies to ancillary and supplementary services of the Company or its hotel, which the Customer's guests or visitors use and for which they do not personally pay during a period of accommodation or during the course of hosting an event.

3. If the Company settles payment on behalf of the Customer for third-party supplies and services arranged for events by the Customer directly or via the Company, such as royalties charged by collection societies for the playback of music, the Customer shall reimburse these costs to the Company.

#### Art. 4 Use of the rented hotel rooms and event rooms

1. The Customer is not permitted to use hotel rooms and/or event spaces reserved by him for any purpose extending beyond or deviating from that agreed with the Company, such as for job interviews, sales or presentation events, or ceding possession to third

parties, especially sub-letting or re-letting, unless the Company has issued its explicit consent in text form as a minimum requirement.

2. The Company is under no obligation to issue the consent required in accordance with paragraph 1. It may make the issue of consent subject to the fulfillment of conditions and obligations, particularly that the Customer impose the obligations to which he is subject by way of the T&Cs, on every third party to whom he cedes possession of the contractually agreed room/space, and that he prove this to the Company prior to any use other than the original contractually agreed use.

#### Art. 5 Prices, flat-rate charges, minimum turnover, advance payment, value-added tax and charges

1. If no prices are agreed in the specific contract between the customer and the Company, the services and supplementary services utilized by the customer shall be subject to the Company's normal prices pursuant to Art. 3, meaning the prices, which the Company has published in its price list on its website, and/or has put on public display at the reception.

2. If the Company has agreed a flat-rate charge with the Customer, unless determined otherwise in the specific contract, this charge applies per day for each hotel guest and/or event participant or visitor.

3. If the Company has agreed a minimum turnover figure with the Customer for events for example, (minimum total turnover, or minimum turnover per participant), in the case that this minimum turnover is not achieved, as compensation for the lost profit the Customer shall be obliged to pay the Company 60% of the difference between the agreed minimum turnover and the actual turnover achieved, unless the Customer proves a lower loss amount was sustained due to the failure to achieve the minimum turnover, or the Company proves this amount was higher.

4. The Company may demand that, prior to availing of the agreed services, the Customer must provide a reasonable advance payment or security deposit, such as a credit card guarantee, and it may refuse to provide the agreed services in the event that the Customer fails to provide this advance payment. Prior to, or upon conclusion of the contract the Company must demand (in text form) the advance payment, including details of the amount and the date for payment. If, upon or following conclusion of the contract, the Customer is in arrears with payment concerning a previous reservation or if an extension to the scope of services is agreed, the Company may, including following conclusion of the contract, demand an advance payment or security deposit, or an increase to the advance payment or security deposit up to the full amount of the agreed fee.

5. The prices agreed by the Company with the Customer as well as its standard prices are listed including the rate of value-added tax valid at the time of the conclusion of contract. The prices do not include local charges levied on the guest in accordance with local laws (e.g. visitor's tax, "bed tax" etc.). If, following conclusion of contract, the statutory rate of value-added tax is changed, or if local levies on the services in question are newly introduced, amended or repealed, the agreed prices shall be adjusted in accordance with the change. However, in the case of contracts concluded with consumers within the definition of Art. 13 German Civil Code (Bürgerliches Gesetzbuch, "BGB"), this shall only apply if a period of more than 4 months elapses between the conclusion of contract and the service delivery (contractual performance by the Company).

#### Art. 6 Invoice and payment

1. On its invoices, the Company will separately indicate the amount of value-added tax as well as the charges payable according to local laws.

2. At the end of the hotel stay or at the end of the event, the Customer shall pay for the services reserved and/or used by him. Payment may be made in cash or by EC card or credit card upon issue of the invoice.

3. If payment on account has been agreed, and the invoice is not issued at the end of the hotel stay or at the end of the reserved event, the Company shall forward the invoice to the Customer on the condition that he pays the final invoiced amount without deduction within 10 days of receiving the invoice, even if no payment period is indicated on the invoice.

#### Art. 7 Late payment and consequences, offsetting and right of retention

1. The Customer shall be in default of payment if he fails to pay or fully pay the amount owed by him, as indicated on the Company's invoice, by the agreed payment deadline. No reminder is required if it has been agreed that payment will be made immediately at the end of the hotel or event service. The same applies to the expiry of the payment period pursuant to Art. 6 paragraph 3, unless the Customer is a consumer within the definition of Art. 13 BGB.

2. From the time that the Customer enters default, for every subsequent reminder, he must pay the Company reminder costs in the amount of €5.00 and pay the Company default interest at the applicable statutory rate.

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3. The Customer may only offset the Company's claims against his own, or exercise a corresponding right of retention if his own claims are undisputed or if said claims are res judicata (confirmed by a final legal judgement).

## **Art. 8 Cancellation of a reservation by the Customer**

1. The Customer is only entitled to cancel a service agreed with the Company ("withdrawal from the contract") if a right of withdrawal has been agreed in the specific contract, possibly with the specification of a cancellation time period and other related provisions, such as payment of compensation to the Company, or if the Customer has a statutory right of withdrawal, or if the Company has explicitly agreed (in text form as a minimum requirement) to the withdrawal, possibly under conditions imposed by it in this regard.

2. If a right of withdrawal with a specific cancellation time period has been agreed for the Customer in the specific contract, this contractual right of withdrawal shall be extinguished if the Customer has not exercised it before the end of the agreed time period.

## **Art. 9 Cancellation by the Company**

1. If the Company has agreed a right of withdrawal for the Customer, the Company is likewise entitled to withdraw from the contract during the time which the Customer remains entitled to exercise a withdrawal, insofar as the Company, for example following the receipt of a third-party inquiry for corresponding services, fails, in response to a request issued by the Company to him in text form requesting him to waive his right of withdrawal, to declare his waiver within a reasonable period of time (no more than 3 days from the dispatch of the request).

2. If an objectively justified or material reason exists, the Company is likewise entitled to withdraw from the contract - to be notified to the Customer in text form -, especially if

-the Company is unable to perform the contract due to force majeure or other circumstances outside of its control,

-the purpose of or the reason for the hotel stay or the event is unlawful,

-the Company has a justifiable reason for presuming that the use of the services on offer could jeopardise the smooth running of business operations the safety of guests and/or the reputation of the hotel, without the Company having any responsibility for this,

-there has been an infringement of the material provisions of these T&Cs, especially Art. 2 paragraph 3, or it becomes known that the Customer wishes to use the hotel rooms or event spaces in a manner which is in breach of contract within the definition of Art. 4, or

-an advance payment agreed in accordance with Art. 5 paragraph 4 or justifiably demanded by the Company remains unpaid, even following the expiry of a reasonable grace period granted by the Company.

3. If the Company withdraws from the contract, and it is entitled to do so, the Customer shall have no claims whatsoever to compensation. On the other hand, the Company may demand compensation from the Customer if its withdrawal from the contract is due to one of the reasons mentioned in paragraph 2 above. The Company may bill any losses it sustains in connection with hotel services in accordance with Art. 14 paragraph 4, or event services in accordance with Art. 16 paragraph 1.1 et seqq. The Customer remains entitled to produce evidence showing that the Company sustained a lower amount of loss or none at all.

## **Art. 10 Provisions concerning shortcomings and malfunctions in performance**

1. The Company is obliged to eliminate, as quickly as possible, any shortcomings or malfunctions in its services and/or supplies, through which the suitability of these services and/or supplies for the contractually-defined use or the purpose agreed with the Customer is extinguished, or is significantly reduced or diminished.

2. In the event that the suitability of a service and/or supply is completely extinguished in accordance with sentence 1, the Customer shall be fully released from the duty to make the payment he owes for the service or supply for the period of time that the shortcoming or malfunction persists, meaning until such time that the shortcoming or malfunction has been eliminated thereby restoring the suitability of the service or supply for the agreed purpose or contractually- defined use. In the case that the suitability of a service or supply is only partially reduced, the payment due from the Customer for the period defined in sentence 1 shall be reduced by a proportionate amount, which is determined taking into account the scope of the Company's other supplies and services, which remain fully available to the Customer despite the shortcoming or malfunction, and which could be utilised by him.

3. If the Customer has already made the payment owed by him in one of the cases mentioned in paragraph 2 above, the Company shall be obliged to make a repayment of an amount corresponding to the provisions contained in paragraph 2.

4. If the Customer has become aware of shortcomings or malfunctions, he shall promptly raise these in writing to the Company after, insofar as possible for him, he has notified the hotel manager and/or the hotel reception, in order that the Company has the opportunity to arrange a remedy and restore its services and/or supplies to a contractually-compliant state. The Customer must assist in this insofar as this is reasonable for him, and he is obliged to minimise the damage as much as possible, and to notify the Company of any extraordinarily large degree of damage.

## **Art. 11 Liability of the Company**

1. Unless otherwise provided for elsewhere in these T&Cs, the Company's liability to the Customer is exclusively defined by the following paragraphs, whereby this does not however affect the Customer's claims based on death and personal injury, as well as any possible claims based on the Product Liability Act or on a guarantee made by the Company. The Company is liable to the Customer for the achievement of the intended outcome only if this has been explicitly agreed.

2. In the case of property damage and/or financial losses caused by shortcomings or malfunctions in the hotel and/or event services or through the breach of another of the Company's material contractual obligations, meaning an obligation the fulfilment of which is essential to the proper performance of the contract concluded with the Customer, who could normally expect such an obligation to be fulfilled, the Company shall only be liable in the case of its deliberate acts and gross negligence, whereby this liability will be limited to damage that is typical and foreseeable for this type of contract. The limitations defined in paragraph 1 apply to the liability for damages in the absence of the agreed quality of a service or supply for which the Company is responsible, as well as for culpability prior to or upon conclusion of contract (culpa in contrahendo).

3. If the Customer is provided with third-party supplies and services from and/or via the Company, any liability for property damage on the part of the Company is excluded, if this has been agreed (see Art. 3 paragraph 3 for example) or the Company has appropriately and clearly indicated this to the Customer. In such a case, the Company will instead be liable to the Customer only within the terms of Art. 831 BGB, meaning if it has not exercised the customary level of care in the selection of the third-party, or in connection with its procurement and supervision duties in the event that it is responsible for the procurement of equipment or devices or the accomplishment of a particular activity.

4. Furthermore, for the loss or destruction of, or damage to property, which the Customer has taken into his reserved room in connection with the provision of accommodation and for the duration of this service, and/or which he has taken into the hotel and particularly into the event spaces in connection with an event, the Company's liability is limited to one hundred times the agreed price for an overnight accommodation or the room rental costs for one event day, but at least €600.00 and not more than €3,500.00, or in the case of money, securities and valuables (such as jewellery) up to a maximum amount of €800.00.

5. The Customer has no claim to compensation in the case of shortcomings or malfunctions in the Company's services or supplies, which are caused by circumstances outside of the Company's control. Farther-reaching and/or other liability claims or such other rights in favour of the Customer extended over and beyond the provisions contained in paragraph 2 are excluded, unless any extended liability on the part of the Company is stipulated by strictly binding statutory regulations.

6. The aforementioned limitations of liability and disclaimers likewise apply in favour of the Company's statutory representatives and vicarious agents, insofar as such claims are not asserted directly against the Company itself.

## **Art. 12 Time limitation on the Customer's claims**

1. The Customer's claims to damages and his claims regarding non-performance or inadequate performance on the part of the Company are limited to a period of 6 months, unless a longer or shorter limitation period is instead prescribed by strictly binding statutory regulations.

2. The limitation period commences on the day that knowledge is acquired of the facts establishing the claim, but no later than upon the day of departure in the case of hotel and related services, and no later than the day on which the event ends in the case of event and related services.

## **Art. 13 Applicable law, legal venue, written form, severability clause**

1. The legal appraisal of a contract concluded with the Company and its performance and/or the Customer's claims based on the contract and/or its performance shall be governed by German law alone.

2. The legal venue for all disputes directly or indirectly arising from a contract concluded with the Customer, shall be that court with jurisdiction of the registered address of the Company, insofar as the customer is a "merchant" [commercial entity] or the administrator of a public law institution.

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3. Paragraphs 1 and 2 shall likewise apply if the Customer's place of residence and/or business/company registered address is located abroad and/or the hotel or event services reservation is made from abroad.

4. Unless otherwise provided for in these T&Cs, oral agreements and subsidiary agreements shall be unenforceable. In order to be enforceable, any amendments or additions to a contract concluded with the Company must be made in writing, or the Company must at least have issued its written consent. This applies equally to the setting aside of this clause.

5. If any individual provision of these T&Cs and/or a contract concluded with a customer is or become wholly or partially invalid or unenforceable, this shall not affect the remaining provisions and/or the remaining parts of the provision(s) of these T&Cs in question and/or the contract. The invalid or unenforceable provision shall be replaced by that provision that the Customer and the Company would have selected, having objectively weighed up their mutual interests, and had they been aware of the invalidity or the unenforceability of the relevant provision(s) of these T&Cs and/or the contract. If these T&Cs and/or a contract concluded with the Customer exhibits gaps that require filling, sentence 2 shall be correspondingly or analogously applied in order to resolve this gap.

## II. Additional provisions for hotel services

### Art. 14 Provision of hotel rooms, provision and return

1. Unless explicitly agreed in the specific contract, the Customer has no entitlement to the allocation by the Company of particular rooms within his reserved room category.

2. The rooms reserved by the Customer shall be made available to him at the latest by 3:00 pm on the day of arrival.

3. The Customer must return his reserved room(s) to the hotel no later than by 11:00 am on the day of departure, having removed all of his personal effects and by returning the key(s) to the hotel reception.

4. If the Customer occupies a room reserved by him beyond the time specified in paragraph 3, and if he did not previously agree any extension to the accommodation with the Company, the latter is entitled to demand payment for the said use, this being 50% of the price if the room remains occupied up until 6.00 pm on the agreed day of departure, and 100% of the price if it remains occupied beyond 6.00 pm on the day of departure, this price being the price set out in the price list (see Art. 5 paragraph 1) and normally charged for the room in question. The Customer remains entitled to produce evidence showing that the Company sustained a lesser amount of loss or none at all, while the Company in turn may claim a higher amount of compensation if it can prove that the losses it sustained were higher.

### Art. 15 Supplementary services, additional rules on liability

1. The Company accepts wake-up requests and must fulfil these applying the customary level of care. However, in the event that this service is not performed or is performed unsatisfactorily, the Customer shall not have any compensation claims, unless his wake-up request was not performed or improperly performed intentionally or through gross negligence.

2. Messages, mail and/or consignments of goods for the Customer will be received and handled with the customary level of care by the hotel. The Company will attend to the safekeeping and delivery to the Customer and, if the Customer has already departed, the forwarding at the explicit request of the Customer and in return for a payment. No. 3 Sentence 2 applies correspondingly.

4. If a parking space in the hotel garage or the hotel car park is provided - free-of-charge or for a fee - to the Customer for his vehicle, this does not entail the establishment of any contract of safekeeping, unless something to the contrary has been agreed in the specific contract, including the arrangement of insurance for the vehicle. The Company in no event is responsible for monitoring the Customer's car parked there, and the Company's liability for damage to the vehicle as well as for the loss or damage of the articles left by the Customer in his car is based solely on the provisions contained in the correspondingly applicable Art. 11 of these T&Cs.

## III Additional provisions for event services

### Art. 16 Compensation in the event of a withdrawal or amendments (number of participants or times)

1. If a right of withdrawal has been agreed such that, in the event that this right is exercised outside the prescribed time limits, the Customer shall be obliged to pay the Company compensation for the food and beverages turnover lost as a result of the withdrawal, this amount shall be calculated in accordance with paragraphs 1.1 to 1.4 below, with the proviso that the Customer is reserved the right to prove that the Company sustained lesser damage, and that the Company may prove that this damage was in fact higher.

1.1 The calculation of the lost "food" turnover is based on the amount corresponding to the total price agreed here for meals, with the value-added tax excluded, or, if only a price per participant is agreed, based on the formula: "banquet menu price per person multiplied by the number of participants specified by the Customer. If, at the time of the declaration of withdrawal, no banquet menu price (total or per person) is agreed, the aforementioned formula shall apply lowest priced 3-course menu offered by the Company as at the time of the conclusion of contract.

1.2 The calculation of the lost "beverages" turnover shall, in accordance with the general empirical values, be based on 30% of the corresponding amount produced in accordance with paragraph 1.1.

1.3 If a "conference flat-rate" is agreed for food and beverages, this (net) amount adjusted for value-added tax shall form the basis of the calculation of the lost turnover for "food and beverages".

1.4 Unless a contrary arrangement is agreed in the specific contract, the compensation payable by the Customer shall be 80% of the relevant calculation base determined according to paragraphs 1.1 - 1.3.

2. In the event that the actual number of participants does not correspond to the contractually agreed number, meaning the number of participants specified by the Customer upon the conclusion of contract, i.e. it is larger or smaller, or there is a change to the (event) times, meaning to the start and/or end of the event, the provisions contained in the following paragraphs 2.1 - 2.5 shall apply.

2.1 If the number of participants is larger than the number specified by the Customer, and if a price per participant has been agreed each additional participant will be billed according to that price, and if a total price has been agreed, each additional participant will be billed according to the formula: "total price divided by the number of participants specified".

2.2 If there is a reduction in the specified number of participants, and the actual number of participants is up to 5% lower than that specified by the Customer, the billing will be based on the actual number of participants, and if it is more than 5% fewer than the number of participants specified by the Customer, it will be based on the specified number of participants, but reduced by 5%.

2.3 If the actual number of participants is more than 10% fewer than that specified by the Customer, the Company shall be entitled to substitute the agreed event spaces for smaller hotel event spaces still suitable for the event, insofar as this is reasonable to expect of the Customer, given the event he is planning and its performance.

2.4 If the planned number of participants is stated as an approximate number, any deviation (reduction) of up to 5% compared to the actual number of participants shall likewise be ignored. Otherwise paragraphs 2.2 and 2.4 shall be correspondingly or analogously applied.

2.5 If the Customer changes the agreed times for the start and/or end of the event without the prior consent of the Company, the Company shall be entitled to charge a reasonable payment for the additional necessary service provision.

### Art. 17 Special duties of the customer

1. The Customer, the participants or visitors are not permitted to take food and beverages into the event, unless the Company has issued its prior consent in text form as a minimum requirement. The Company is under no obligation to issue this consent. It may make the issue of consent conditional on the prior payment of compensation, the amount of which will be determined according to the Company's duly exercised discretion.

2. The use of electrical and other such technical systems is subject to the provisions contained in the following paragraphs 2.1 - 2.5.

2.1 In order to use his own electrical and other technical systems, which require the power and other such distribution networks (WLAN included) located within the hotel building, the Customer must have the Company's consent, issued in text form as a minimum requirement. The Company is not under any obligation to issue this consent. Furthermore, if it possesses similarly suitable systems for use by the Customer and has offered these to the Customer in return for payment, it may make the aforementioned consent conditional on the Customer compensating it for the loss of turnover by way of making a payment amounting to 30% of the fee for the systems offered.

2.2 If the Customer uses technical systems and/or equipment provided by the hotel, he must operate these properly and carefully, handle them with due care and consideration, and return them in full at the end of the event, in the same condition in which he received them from the Company's hotel. The Customer must compensate any loss or destruction of or damage to these items, insofar as this occurred during the event and while the items were in the custody of the Customer.

2.3 If the Company or the hotel procures third-party technical systems or equipment or other such devices on behalf of the Customer at his request, this will be performed

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exclusively in the name and for the account of the Customer. Furthermore, paragraph 2.2 shall be correspondingly or analogous applied in this case, with the proviso that the Customer shall indemnify the Company in respect of all claims asserted by a third party against the Company, whatever the grounds, in connection with the procurement of such systems and the provision of these to the Customer.

2.4 If the Customer uses technical systems pursuant to paragraphs 2.1 - 2.3 for the performance of his event, the Customer must pay the Company a reasonable flat-rate charge for the costs entailed by the energy consumption. This charge will be determined according to the Company's reasonable discretion and billed to the Customer. Furthermore, the Customer shall compensate the Company for any and all losses sustained by the Company through interruptions or damage to the distribution networks (incl. WLAN) and/or other such systems belonging to the Company's hotel, caused by the Customer's own technical systems and/or those procured in accordance with paragraph 2.3, unless the Company or the Company's hotel is responsible for the interruption or damage.

2.5 If the Customer wishes to use telephone, fax and other such communications systems owned by him or procured for him in accordance with paragraph 2.3, this shall require the prior consent of the Company, issued in text form as a minimum requirement, and which may be made conditional on the advance payment of incidental connection charges.

3. Exhibited items, pieces of equipment, and other such articles, including personal effects brought to the event by the Customer, his guests and visitors, are brought into the event spaces solely under their custody and at their risk. At the end of the event, they must be promptly removed from the event spaces and other rooms of the hotel, and they may not be left there nor in any other publicly accessible parts of the hotel, even temporarily. Otherwise, the Company shall be entitled to remove and store such articles at the cost and risk of the Customer. The same applies in the event that articles belonging to the Customer and/or his guests or visitors are left in the event spaces following the end of the event, and are not promptly removed by the Customer even after receiving a corresponding notice to do so.

4. Decoration materials brought into the building by the Customer and his guests and visitors must meet official fire protection requirements. The Customer must notify his guests and visitors of this requirement in good time prior to the event; the notice should be issued in text form as a minimum requirement. The Company is entitled to demand that the customer and his guests and visitors present a certificate confirming that the decorative material brought into the hotel by them, satisfies the official fire protection requirements, otherwise it may prohibit and prevent the decorative materials from being brought into the hotel. Furthermore, the installation and affixing of decorative and other such materials within the event spaces must be coordinated with the Company in advance.

5. The Customer may only deploy external security firms in front of and within the hotel, if he has the Company's approval, which must be issued in text form as a minimum requirement.

6. The Customer must ensure that the all of the waste stemming from his event is properly disposed of, meaning also in accordance with the applicable statutory regulations concerning the separation and other such handling of waste. If the Customer leaves waste behind contrary to sentence 1 the Company shall be entitled, at the costs of the Customer, to carry out or arrange the proper disposal of the waste together with performing any associated, special cleaning of the rented event spaces, and to bill the Customer for the resulting costs.

7. If there are reasonable grounds, the Company may demand the provision of suitable security regarding the fulfilment of the Customer's aforementioned obligations.

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valid as of January, 1<sup>st</sup> 2018

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