

General Terms and Conditions of
gastroevents GmbH & Co. KG, Steinbeisstraße
7, 89079 Ulm, Germany
BellaVista Café-Bar-Events,
Münsterplatz 35, 89073 Ulm, Germany
LAGO hotel & restaurant am see,
Friedrichsau 50, 89073 Ulm, Germany
Wiley Club,
Wileystraße 4, 89231 Neu-Ulm Germany
for events and congress contracts

a separate room lease price.

I. Scope

1. The following terms and conditions apply to all offers made and contracts entered into by gastroevents GmbH & Co. KG regarding the charged handover of rooms as well as all other services and deliveries in our Online-Shop by us. As operator of 'BellaVista Café-Bar-Events', 'Wiley Club' and 'LAGO hotel & restaurant am see', the following terms and conditions also apply for our activities under these business names and in these premises. Our General Terms and Conditions for Hotel Accommodation apply for the rental provision of hotel rooms of 'LAGO hotel & restaurant am see' for accommodation as well as for all other services rendered in this connection.

2. The terms and conditions of the customer shall only apply if these are expressly confirmed in writing in advance.

II. Contract conclusion and the duty to inform

1. All our offers, in particular those in promotional material or online, are non-binding. They are to be seen from a legal perspective as an invitation to purchase. Offers of the customer are accepted if we confirm these in writing or these are carried out promptly after the issuance of the offer, i.e. within agreed time scales.

2. The customer is obligated to inform us without prompting and no later than upon conclusion of the contract, in the event the utilisation of the services may endanger the smooth running of the business, the security or the image of us in the public.

III. Services, prices, payment, offset

1. The timely compliance of our services requires the fulfilment of the customer's contractual and cooperation obligations, in particular an agreed advance payment being paid and the timely provision of necessary documentation and information by the customer.

2. In the event we render services and expenses to third parties for the customer, the customer has to compensate us for such. Musician and artist fees for events shall be settled directly by the customer with the relevant persons directly. Any potential GEMA fees shall be borne by the customer.

3. If there are more than 4 months between the conclusion of the contract and the event or congress of the customer, we reserve the right to raise our prices by an appropriate amount, which, however, may not exceed 5%, in the event cost increases after contract conclusion, particularly increases in food or personnel costs, arise or the legal value-added tax is increased. If the customer acts in its commercial or independent professional capacity (enterpriser) upon conclusion of the contract, the legal value-added tax may be adjusted at any time if it changes.

4. Moreover, we may adjust the prices if the customer requests changes to the number of booked rooms, services of the restaurant or the duration of the guests' stay after conclusion of the contract and we agree to these changes.

5. We require a minimum revenue for events in different localities for the exclusive reservation of our rooms. The minimum revenue is hereby the amount that is payable in any case, even if actual consumption on the day of the event falls below this amount. If the reservation covers multiple event rooms, the following minimum revenue applies for the largest of the rooms; in this case the correspondingly listed amount for the other rooms is payable not as a minimum revenue, but rather as

<u>BellaVista:</u>	Monday – Thursday per day	2.500,00 €
	Friday – Sunday / public holiday	3.000,00 €
	additional room lease per day	300,00 €
<u>LAGO:</u>		
Treibus	per day	5.000,00 €
	additional room lease per day	1.000,00 €
'Lake Room'	Monday – Sunday per day	3.000,00 €
	additional room lease per day	600,00 €
'Park Room'	Monday – Sunday per day	1.000,00 €
	Friday – Saturday / public holiday	
	additional room lease per day	250,00 €
E61	Monday – Sunday per day	2.000,00 €
	Friday – Saturday / public holiday	
	additional room lease per day	900,00 €
<u>Wiley Club:</u>	per day	6.000,00 €
	additional room lease per day	1.000,00 €

6. We are authorised to make the reservations of rooms, in particular for events or congresses, dependent upon a suitable advance payment or security deposit. Unless otherwise separately agreed in the contract, the minimum revenues % additional room lease listed in the above figure may be requested as advance payment for the leasing of a room.

The advance payment must be received by our account no later than 2 weeks prior to the start of the event. If the event is reserved in a period shorter than 4 weeks prior to the start of the event, the advance payment is payable immediately. Should the advance payment not be made in accordance with the deadline, we are authorised to withdraw from the booking.

7. If we charge a service by the number of persons, the precise number of persons must be provided 3 working days before the start of the event. The settlement of all services that are calculated on the basis of the number of persons, is based on the last stated number of persons; if no information in this connection is provided in good time, then the number named in the reservation or booking shall be used. Should the actual number of persons at the event exceed the last bindingly named number of persons authoritative for the settlement.

8. We shall make a record of the details of events and the contractual arrangements that arise after conclusion of the contract, in event notices, which we will send to the customer. In this respect, objections and changes must be communicated to us within 14 days of receipt, otherwise the content of the event notices shall form part of the contract. This legal effect will also be brought to the customer's attention once again in the event notice.

9. The restaurants may be booked for an exclusive reservation at the following times:

BellaVista:	Weekdays from 7.30pm to 3.00 a.m.
	Sundays and public holidays all day until 3.00 a.m.
LAGO-Bar:	daily until 3.00 a.m.
E61:	daily until 10.00 p.m.
Wiley Club	daily until 3.00 a.m.

10. If an event is accompanied by music, the music shall not

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continue after the following times:

BellaVista terrace: 11 p.m.

LAGO terrace: 10 p.m.

Wiley Club terrace: 11 p.m.

11. We levy a night surcharge for service staff from 1 a.m. at 29,00 € per hour/staff member.

12. The utilisation of our staff for the event host's own services, e.g. support in decorating or deliveries, is separately charged at 29,00 € per hour/staff member.

13. Only with our advance permission may the event host bring its own meals and drinks. In such cases, we charge 22,00 € per bottle for brought-in wine, for brought-in cake a cover charge of 2,50 € per person.

14. In the event of delay of payments, the customer has to reimburse us 5,00 € for every reminder after the first. The customer is at liberty to prove that no or substantially lower costs have arisen to us. If the customer is an enterpriser (c.f. III 3.), it must pay these reminder costs or the statutorily prescribed default charges at our discretion.

15. The customer may only offset against us with an undisputed or legally binding receivable.

IV. Withdrawal of the customer (cancellation, counter-order) / Non-utilisation of our services

In principle, the reservations confirmed by us are binding for the customer. In the event of the cancellation of an event by the customer after conclusion of a contract, yet before its execution, the customer has to pay us the following cancellation fees:

for events (based on minimum revenue and room lease price)

From six weeks prior to the start of the event: 20%

From 4 weeks prior to the start of the event: 50%

From the third day prior to the start of the event: 80%

On the day of the event 95%

for congresses (based on room lease price and/or flat-

From six weeks prior to the start of the congress: 20%

From four weeks prior to the start of the congress: 50%

From the third day prior to the start of the congress: 80%

and 80% of the congress flat-rate

On the day of the congress 95%

and 95% of the congress flat-rate

The customer is at liberty to prove that the above damages were not incurred at all or to the extent stated.

Bookings in our Online-Shop can be cancelled within 24 hours and without any charges.

V. Handling of options of the customer; withdrawal by us for events

1. If the customer has been provided a reservation option for a specific event date, the customer must commit to a binding reservation of the option before the deadline. If no such declaration is made before the deadline, the option for the date reservation expires and is made available to third parties.

2. If we receive a reservation request from a third party for the event date, the customer must declare to us whether they wish to confirm the option within two days of enquiry by us. Should no such declaration follow, the option loses validity once the second day of our enquiry expires.

If the customer is expressly provided in writing in the contract

the option to withdraw free of charge from a binding reservation within a specified time frame, we are also authorised to withdraw gratuitously from a binding reservation vis-à-vis the customer within a set period, if the customer does not waive its right to withdrawal after our enquiry.

3. In the event an agreed advance payment is also not made after expiration of a grace period set by us, we are authorised to withdraw from the contract.

4. Moreover, we are authorised to effect extraordinary withdrawal from the contract on the grounds of an important reason, in particular if force majeure or other circumstances outside our control make performance of the contract impossible. Reservations are booked under the misleading or incorrect indication of important facts, e.g. in the personal details of the customer or the purpose.

we have justified cause to suspect the utilisation of the service by the customer may endanger the smooth running of the business, the security or the image of us in the public, without being attributable to our management or organisation. a case of unauthorised subletting or subtenancy of rooms to third parties exists.

5. We may prevent or stop unapproved interviews, sales or similar events.

6. If we withdraw from the contract vis-à-vis the customer, the right to assert claims for damages remains unaffected. We are authorised to levy a lump sum for damages according to the cancellation conditions under IV. The customer retains the right to prove that damages did not occur or did not occur to the extent of the cancellation fee.

VI. Allocation of rooms, handover and return

1. The customer attains no claim to the allocation of specific rooms if these are not expressly agreed in a contract.

2. Our rooms may only be used for interviews, sales or similar events with our written approval. Likewise, the use of our rooms may not be made open to the public without our approval.

3. The customer must also inform us if interviews, sales or similar events are to be held as part of the planned event. These may only be carried out with our approval.

4. The subleasing or subtenancy of allocated rooms to third parties requires our advance written approval, which may be made dependent on the payment of an additional compensation. If the customer acts as enterpriser (c.f. III 3.), then the right to terminate is excluded according to Section 540 Para. 1 Sentence 2 of the Civil Code (BGB).

5. Booked rooms shall be made available to the customer from the contractually agreed time. The customer has no claim to an earlier allocation.

6. In the event changes are requested regarding seating on the day of the event, we reserve the right to charge a fee of 50,00 € for this. As the case may be, seating changes at short notice cannot be carried out due to operational reasons.

7. The rooms are to be vacated and made available by us no later than the agreed time on the agreed day of the event. In the event of delay of return, we may charge 20% of the agreed room lease price/minimum revenue for each commenced hour upon expiration of contractual use. The customer's contractual claims shall not be established hereby.

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The customer is at liberty to prove that no usage cost or a lower usage cost has arisen to us.

VII. Liability

1. In the event of a breach of duty, we shall be liable to damages or reimbursement of expenses, subject to further contractual and statutory liability requirements, only for intent or gross negligence. This does not apply if the breach of duty concerns an important contractual obligation (a contractual obligation whose breach endangers the fulfilment of the purpose of the contract and for which contract parties ordinarily have confidence in its adherence) or a guarantee, or if it leads to liability for damages from loss of life, injury or damage to health.

2. For liability due to a negligent breach of an important contractual obligation, the liability is restricted to the damage that was typically foreseeable upon conclusion of the contract.

3. The above disclaimers and limitations of liability apply to the same extent to the benefit of our organisational bodies, legal representatives, employees, vicarious agents and other agents.

4. Exhibits or other, also personal, items that have been brought in are kept in the event rooms or the relevant restaurant at the risk of the customer. A safekeeping contract requires expressed agreement. We shall be held liable only in accordance with the above regulations Figures 1 to 3 for loss, destruction or damage.

5. Decoration material and other items brought in by the customer must comply with fire prevention standards and other official provisions. We are authorised to request official evidence of this. If no such evidence is provided, we are authorised to remove material already brought in by the customer at the cost of the customer. Due to the potential for damage, the assembly and mounting of items must be agreed with us in advance. There exists liability for loss, destruction or damage only in accordance with the above regulations Figures 1 to 3.

6. Exhibits and other items brought in are to be removed at the end of the event without undue delay. If the customer fails to do so, we may carry out the removal and storage thereof at the cost of the customer. Should the items remain in the event room, we may charge a suitable compensation for the duration of the overrun time the items remain there. The customer is at liberty to prove that this claim has not arisen or that it has not arisen to the extent claimed.

7. Items left behind the customer shall only be forwarded upon request and at the risk and cost of the customer. We shall keep the items for three months after the end of the event, after which point, they will be handed over to the local lost and found office if they are of noticeable value. We shall only be held liable in this respect in accordance with figures 1 to 3.

8. Insofar as a parking space is made available to the customer, also for a fee, no safekeeping contract is thereby entered into. We are not obligated to monitor the car park. In cases where vehicles and their contents are stolen or damaged while on restaurant premises, we shall only be liable in accordance with Figures 1 to 3. Any damages are to be reported to us immediately.

9. The customer is liable for all damages to buildings and

inventory caused by its guests, visitors, employees, other third parties from its area or by the customer itself.

10. For events hosted by us, we likewise shall only be held liable in accordance with Figures 1 to 3.

11. Insofar as we obtain technical or other equipment of third parties for the customer and its event, we act on behalf, in authority and at the cost of the customer. The customer is liable to third parties for the careful handling and proper return of such equipment. The customer indemnifies us from all third-party claims on the basis of the use of such equipment.

The use of the customer's own electrical appliances with our mains system requires our written approval; this may be made dependent on the allocation of a technician subject to a charge. Any disruptions or damages to our technical appliances caused by the use of such devices occur at the cost of the customer, unless we are liable in accordance with Figures 1 to 3. We may calculate the power costs accrued through the use of appliances and charge a lump sum.

13. Disruptions to technical or other equipment provided by us shall be rectified immediately where possible. Payments may not be withheld or reduced, unless we are liable for these disruptions in accordance with Figures 1 to 3.

14. The necessary official permits for the event must be obtained by the customer at its own cost and in good time. The customer is responsible for complying with public law requirements and other provisions.

15. The limitation period for all claims for damages and reimbursement against us, irrespective of their legal basis, amounts to 12 months, providing we are not liable for loss of life, injury or damage to health on the grounds of intent or gross negligence.

VIII. Final provisions

1. Changes or extensions to the contract, acceptance of proposal or these terms and conditions require the written form to be valid. Unilateral changes or extensions by the customer are not valid.

2. The place of fulfilment and payment is Ulm.

3. The exclusive place of jurisdiction for legal disputes with traders, legal persons and special purpose entities organised under public law is Ulm. Mandatory statutory conditions regarding the exclusive places of jurisdiction are unaffected by this regulation.

4. German law shall apply to the legal relationship to the customer, however under exclusion of the UN sales law (special arrangement of the United Nations on contracts relating to international goods purchase - CISG).

5. Should individual conditions of these General Terms and Conditions be or become void or invalid, the validity of the remaining conditions shall not be affected. In this event, the parties will agree to a new provision that reflects the intended purpose of the original ineffective condition as closely as possible.