

HOTEL BERLIN, BERLIN • Lützowplatz 17, 10785 Berlin, Germany

Hotel Berlin, Berlin
Reservierungsabteilung
Lützowplatz 17
10785 Berlin

Phone: +49 30 2605 2700
Fax: +49 30 2605 39 2715
E-Mail: reservierung@hotel-berlin.de

Room reservation

event name: Earthworks 2012
event date: **18. March 2012 - 20. March 2012**
event number: 702731
Availability: Rooms are bookable **latest by 20th of February 2012**

Key word: Earthworks 2012

guest name: _____
street: _____
postcode, city: _____
company: _____
telephone: _____
fax: _____
email: _____

room allotment
room rate: 139.00 € single occupancy
 30.00 € supplement for double occupancy

room type: Superior rooms

- Superior rooms
- Premium rooms (€ 40,00 additional to superior room rate)
- Executive Suite (€ 50,00 additional to superior room rate)
- Junior Suite (€ 50,00 additional to superior room rate)
- Corner Suite (€ 110,00 additional to superior room rate)

Room rates are per room and night, including service charge as well as our extensive buffet breakfast served in the Seanse & Season Restaurant. Rates always include service charge and always include any VAT or sales tax. Supplement for double occupancy will be charged € 30.00 including breakfast per person and day.

arrival date: _____
departure date: _____

IBAN: DE 83 514 303 006 431 060 001
SWIFT (BIC): NDEADEF3
Amtsgericht Berlin-Charlottenburg
HRB 96069

Bankverbindung: Norddea Bank
Konto-Nr. 6431 060 001
BLZ 514 303 00

Ein Hotel der Pandox Berlin GmbH
Geschäftsführer:
Mikael Planell, Lars Haggström
und Nils Erik Sixten Lindberg

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Rechnungsanschrift:
Pandox Berlin GmbH c/o Hotel Berlin, Berlin
Lützowplatz 17
10785 Berlin, Germany

BERLIN

HOTEL **BERLIN, BERLIN**

A true Berliner, in the very heart of the city!

The booker may cancel free of charge rooms latest by 2 weeks before arrival. If the booker does not use reserved rooms, he/she shall be obliged to pay at least 90% of the contractually agreed price for accommodation.

credit card: Visa Mastercard Amex

credit card number

credit card owner:

expiry date:

We herewith authorise the Hotel Berlin, Berlin to debit the given credit card for all occurring charges in the course of the mentioned event.

Further details concerning my stay:

Smoking Room

(Smoking rooms are only available in the superior category)

parking place (€ 21,00 per day/ € 2,00 per hour)

signature:

City / Date

General Terms and Conditions of Hotel Berlin, Berlin for Hotel Accommodation

I. Scope of validity

1. These general terms and conditions are applicable to contracts for the letting of guest rooms at this hotel for the purpose of accommodation and for all other services rendered and deliveries made by it to its guests.

2. The hotel's prior written consent shall be required to any sub-letting of the premises booked, to their use for any purposes other than accommodation, for public invitations, other promotional activities, jobseeking interviews, sales and similar events and for the use of hotel space outside the premises booked for activities of the above nature. An additional charge may be billed for such uses. § 540 para. 1, second sentence BGB (German Civil Code) does not apply unless the customer is the consumer.

3. General terms and conditions of the customer shall only apply if this was expressly agreed beforehand.

II. Closing, contracting parties, limitation of actions

1. A contract comes into effect through acceptance by the hotel of the customer's order. The hotel is free to confirm room bookings in writing.

2. Where a customer wishes to book more than 10 nights, written acceptance by the hotel is required in order for the contract to come into effect. Where such written acceptance is at variance with the customer's order, it constitutes a new application by the hotel to which the latter feels bound for 5 business days unless it is revoked vis-à-vis the customer before that deadline.

3. Where a customer books through a third party, the latter is liable to the hotel together with the customer as joint and several debtors for all obligations under the contract provided that the hotel has obtained a corresponding declaration from the third party concerned.

4. The customer is obligated to inform the hotel, without being especially asked to do so, no later than at closing if any of his/her activities at the hotel are apt to affect the hotel's business activities, security or public image.

5. All claims against the hotel become statute-barred, as a matter of principle, within one year of the commencement of the regular period of limitations pursuant to § 199 para. 1 BGB provided that the claimant is aware of that period. Claims for damages shall become statute-barred, irrespective of such awareness, within 5 years. Reduced periods of limitation are not applicable to claims based on any deliberate or grossly negligent breach of duty by the hotel.

III. Services, prices, payment and set-off

1. The customer is obligated to pay the hotel's prices applicable to and/or agreed for the use of the room and for the additional services claimed by him/her. This shall also apply to services rendered and amounts advanced by the hotel to third parties on the customer's instructions. Rates always include service charge and always include any VAT or sales tax.

2. If there is an interval of more than four months between closing and performance and if during that period a change occurs to the statutory sales tax and/or VAT, the prices shall be adjusted accordingly.

3. If the interval between closing and performance exceeds four months and if there is an increase in the price generally charged by the hotel for the given service, the hotel may reasonably raise the contractually agreed price, not, however,

by more than 5%. This upper limit shall increase by 5% in respect of any one year by which the interval between closing and performance exceeds the above four-month period. No account is taken, in this context, of price changes made pursuant to para. 2.

4. Moreover, the hotel may change its prices if the customer, with the hotel's concurrence, subsequently modifies his/her order in terms of the number of rooms, the scope of the hotel's services or the length of stay.

5. The hotel's bills shall be due and payable without deductions, unless agreed otherwise, upon receipt. A bill is deemed received by the customer no later than 3 days after its dispatch unless earlier receipt can be proven by the hotel or later receipt by the customer.

6. The hotel may at any time declare accrued accounts receivable mature and ask for immediate payment. In case of default in payment, the hotel is entitled to charge the applicable statutory default interest. The hotel reserves the right to furnish proof of a heavier loss.

7. The customer shall refund dunning charges to the Hotel for each reminder after default has occurred in an amount of € 5,-. The customer is free to prove that substantially lower or no charges at all have been occurred.

8. The hotel is entitled to ask, at closing or thereafter, for a reasonable down payment or security of up to 100% of the expected payment obligation, taking account of the statutory provisions governing package arrangements. The amount of such down payment and the dates of payment may be specified in the contract in writing. The hotel may, before rendering its services, require the customer to present a valid credit card.

9. Only uncontroversial or non-appealable claims may be set off only or credited to the customer against claims of the hotel.

IV. Customer's withdrawal (countermanding, cancellation) and failure to claim hotel services

1. For withdrawal from the contract concluded with the hotel the customer requires the latter's written consent. If it is withheld, the contractually agreed price shall be payable even if the customer does not claim the services contracted for. This shall not apply if the hotel infringes its obligation to take account of the customer's rights, objects of legal protection and interests provided that the customer cannot therefore be expected to adhere to the contract or is entitled to another statutory or contractual right of withdrawal.

2. Where the hotel and the customer have agreed in writing on a date by which the latter may withdraw from the contract without a charge, the customer may do so by that date without triggering payment or compensation claims of the hotel. The customer's right of withdrawal lapses if he/she fails to exercise that right vis-à-vis the hotel in writing by the agreed deadline unless the withdrawal is governed by para. 1, third sentence.

3. Where a customer does not claim a room booked, the hotel shall allow for its income from the alternative letting of that room and the expenses saved.

4. The hotel is free to ask for the contractually agreed charge and to consolidate the discount for expenses saved into a lump sum. In that event the customer is obligated to pay at least 90% of the contractually agreed price for the overnight stay with or without breakfast and for lumpsum arrangements including for outsourced services, 70% for half-board and 60% for full-board arrangements. The customer is free to prove that

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the above claim has not arisen at all or not in the amount claimed.

V. Withdrawal by the hotel and unauthorised events

1. Where it was agreed in writing that the customer may withdraw free of charge by a certain deadline, the hotel is for its part entitled to withdraw from the contract if there are inquiries by other customers about contractually booked rooms and the customer, on inquiry by the hotel, refuses to waive his/her right to withdraw. The same shall analogously apply where the customer has been granted an option, but is not prepared, on inquiry by the hotel, to make a firm booking in a situation where the hotel has other inquiries.

2. Where a down payment that has either been agreed or is asked for pursuant to section III para. 8 is not made even after expiry of a reasonable extension granted by the hotel, the hotel may likewise withdraw from the contract.

3. Moreover, the hotel may withdraw from the contract for an extraordinary cause, i.e. a cause supported by facts, which shall be deemed to exist e.g. if the performance of a contract is rendered impossible by force majeure or other circumstances for which the hotel is not answerable, if hotel services are booked on the basis of the misleading or false presentation of material facts, e.g. relating to the customer's identity or the purpose of his/her stay, if the hotel has reason to believe that the use of its services is apt to affect its business operations, security or public image provided the cause is not rooted in the hotel's sphere of control and/or organisation, or if there is an infringement of section I, para. 2.

4.

The hotel is free to stop and/or break off unauthorised job-seeking interviews or promotional and similar events.

5.

The customer may not claim damages if the hotel withdraws for good cause or breaks off an unauthorised event pursuant to the above para. 4.

6.

In the event that the hotel is entitled to damages from a customer in the context of a withdrawal pursuant to the above paras. 2 or 3, it may consolidate its claim into a lump sum. In that case, section IV para. 4, second and third sentences, shall analogously apply.

VI. Provision, hand-over and return of guest rooms

1.

The customer does not acquire a claim to the provision of a certain room.

2.

Booked rooms are available from 3 p.m. on the agreed day of arrival. There is no claim to earlier availability. Unless a later time of arrival has expressly been agreed or the given room has been paid for in advance, the hotel may make alternative arrangements for the booked room after 6 p.m. without giving rise to a claim by the customer against it. Claims of the hotel under section IV are not affected by the above provision. The hotel is not obligated to make alternative arrangements for unclaimed rooms.

3.

The rooms shall be vacated no later than by noon on the agreed day of departure. Unless the room is vacated by that hour, the hotel may, if it is vacated by 6 p.m., charge 50% of the full room rate for its use beyond the hour contracted for and the full room rate beyond that hour. This does not give rise to any contractual claims of the customer. He/she is free to prove that the hotel has no claim to the charge asked for or that its claim is substantially lower.

VII. Hotel's liability

1.

The hotel is liable for its contractual obligations with the diligence of a prudent businessman. Claims for damages by the customer are ruled out. Exempt are damages associated with the loss of life, bodily harm or injury to health if the hotel is answerable for the underlying breach of duty. Likewise exempt are damages based on a deliberate or grossly negligent breach of duty by the hotel and damages based on a deliberate or negligent breach by the hotel of duties typically associated with a contract of the given kind. A breach of duty by the hotel shall be deemed on a par with a corresponding breach by one of its legal representatives or vicarious agents. In case of interference with or shortcomings of the hotel's services, the hotel shall endeavour, on learning or promptly being notified thereof by the customer, to take remedial action. The customer is obligated to reasonably assist in putting an end to the disturbance and in minimising any potential damage. Moreover, the customer is obligated to draw the hotel's attention in time to the possible occurrence of an exceptionally heavy loss.

2.

The hotel's liability to its customers for objects brought in is governed by the applicable statutory provisions, viz. up to one hundred times the room rate, but not to exceed € 3,500, and for money, securities and valuables up to € 800. Liability claims lapse if the customer fails to notify the hotel immediately after learning of the loss, destruction or damage (§ 703 BGB). Where a more extensive liability of the hotel is concerned, the second to fourth sentences of the above para. 1 shall analogously apply.

The hotel recommends placing money, securities or valuables in its central safe or the room safe.

3.

Objects left behind are sent on only at the customer's request, risk and costs. The hotel shall safe-keep such objects for a period of six months after communicating the find to the entitled party or the competent authority. Upon expiry of that time limit, the finder acquires ownership of the object if the identity of the entitled party has not been established or if that party has failed to file his/her claim with the competent authority. Sentences 2 to 4 of the above para. 1 shall analogously apply.

4. Where the hotel provides car parking space at its garage or parking lot, this does not give rise to a custody agreement even if a charge is billed therefor. The hotel is not obligated to guard such parking sites. It is not liable for any loss of or damage to motor vehicles parked or stopping on the hotel's grounds and their contents except in case of intent or gross negligence. Sentences 2 to 4 of the above para. 1 shall analogously apply. Incidents of this kind shall promptly be communicated to the hotel. In all other respects, the conditions governing contracts for and the use of parking space on display at the hotel's garage shall apply.

5.

Requests for wake-up calls are attended to with the diligence of a prudent businessman. Messages, mail and deliveries addressed to guests are handled with care. The hotel shall deliver and/or store such items and shall, on request and for a charge, send them on. Sentences 2 to 4 of the above para. 1 shall analogously apply.

6.

In so far as the Hotel provides Internet access and connections, the customer shall hold the Hotel free and harmless of all and any third-party claims arising from the unlawful use of the Internet connection. Nor shall the Hotel be liable for any damage to property suffered by the customer from using the Internet or the networks. Otherwise, the above Paragraph

1 Sentences 2 to 4 shall apply mutatis mutandis.

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VIII. Final provisions

1. Modifications of or amendments to a contract or the present terms and conditions governing admission to this hotel shall require the textual form in order to be effective. Unilateral modifications or amendments by the customer are ineffective.

2. The place of fulfilment and payment shall be the hotel's domicile.

3. Exclusive venue - including for disputes involving cheques - shall be, in commercial intercourse, the hotel's domicile. The same applies if the customer has no general venue inside the

country, thus satisfying the requirement of § 38 para. 2 ZPO (Code of Civil Procedure).

4.

German law shall apply. UN law on the international sale of goods and the conflict of law rules may not be invoked.

5.

Should individual provisions of these general terms and conditions governing admission to this hotel be or become ineffective or void, the effectiveness of their remaining provisions shall not be affected thereby. In that case the Parties shall agree on a new arrangement which comes as close as possible to the meaning of the ineffective provision.

Berlin, September 2010