

## 6. Termination and Cancellation

**6.1** This Agreement can terminate only by one of the following manners:

- a) expiration of the term hereof;
- b) termination in accordance to Article 1.2, 6.2 or 10 hereof;
- c) cancellation in accordance to Article 7; or
- d) agreement between the Parties.

**6.2** The Hotel shall have the right to terminate this Agreement (or its part) by delivering a termination notice to the Purchaser. The termination shall take effect on the date of delivery to the Purchaser and shall not apply to the performance that has already been rendered hereunder, if any. This Agreement (or its part) can be terminated under this Article only on the following grounds:

- a) the Purchaser substantially breaches this Agreement; among other, any breach of the obligations imposed in Article 1.2, shall be deemed to constitute a substantial breach;
- b) the Purchaser defaults on delivering any part of the Payment; or
- c) the Purchaser defaults on paying any part of any payment which is obliged to pay under this Agreement.

**6.3** In each case of the breach of the Agreement by the Purchaser under Article 6, the Purchaser is obliged, upon the Hotel's written request, to pay the contractual penalty in the amount corresponding to the Payment for the respective Reserved Accommodation and Services specified in Article 4.7.

## 7. Group cancellation Policy

### 7.1 Group Attrition Policy

The Purchaser may reduce the actual Group Reservation for the accommodation and/ or conference space and technical equipment services, without any penalty in each period, as follows (the reduced part of the Reservation hereinafter as the "Attrition"):

Reduction dates	Attrition
From the signature of the contract until 180 days prior the event	15% of the Purchaser's Reservation
From 179 days until 90 days prior the event	5% of the remaining Purchaser's Reservation
From 89 days until 31 days prior the event	5% of the remaining Purchaser's Reservation
From 30 days prior the event/arrival date	0%

### 7.2 Group Cancellation and No-show Fees

The Purchaser may cancel any part of the Reservation by paying a cancellation fee in the amount calculated in accordance with the date of cancellation (hereinafter the "Cancellation Fees"). In such case, the cancellation shall be effective from the date of Hotel's notification of cancellation.

Termination dates	Cancellation fees
From the signature of the contract until 180 days prior the event	25% of the Purchaser's cost after attrition
From 179 days until 90 days prior the event	50% of the Purchaser's cost after attrition
From 89 days until 31 days prior the event	75% of the Purchaser's cost after attrition
From 30 days prior the event/arrival date	100% of the Purchaser's cost after attrition

In case the Purchaser increases the Reservation, the Cancellation Fees will be calculated on the basis of the last confirmed Reservation. In case of now-show, the Purchaser shall pay the Hotel the price for the full stay.

The Parties may agree to postpone the date of the Event upon the Hotel's availability based on the Hotel's decision. In such a case, the Hotel may decide, at its sole discretion, to charge an administration fee of 10% of the Payment instead of the Cancellation Fees.

## **8. Miscellaneous**

**8.1** The Purchaser hereby agrees that no materials will be delivered to the Hotel sooner than seven (7) days prior to Arrival Date.

**8.2** When shipping materials to the Hotel, the Purchaser shall indicate the complete name of the Group and the date of the event. All materials should be directed to the attention of the In House Groups Department. The Purchaser shall be fully responsible for ensuring that all materials shipped to the Hotel have been cleared through customs with all pertinent documents completed. The Hotel will not collect any parcels nor liaises in any way with the customs office on behalf of the Purchaser.

**8.3** Materials shipped to the Hotel by the Purchaser shall be shipped on the Departure Date at the latest. Otherwise the Hotel shall be entitled to charge the Purchaser EUR 100/ days for their storage.

**8.4** Parking is available for the Hotel Guests in the parking spaces next to the Hotel operated by a third party for a parking fee to be paid through the Hotel reception. Responsibility for damage to any car left in the parking spaces is borne by the operator.

**8.5** Access to the Hotel Spa is free of charge for Executive rooms, Superior and Deluxe rooms are chargeable with a supplement. The Hotel charges Porterage fee. All areas of the Hotel are non-smoking.

**8.6** The Purchaser is not entitled to sublet any of the accommodation or conference spaces to a third party without the prior written approval of the Hotel.

## **9. Promotion**

The Purchaser shall feature the Hotel prominently in its brochures, circulars and other advertising materials only in the form, content and scope agreed by the Hotel in writing in advance. The Purchaser shall provide the Hotel with two (2) copies of each of these materials for free.

## **10. Force Majeure**

10.1 "Force Majeure" shall mean any unforeseeable and/or exceptional event beyond the reasonable control of a Party, such as acts of God, fire, explosion, flood, subsidence, earthquake; terrorism, riot, civil commotion, war, hostilities; strikes or other industrial action; terrorist attacks; epidemic or other natural disasters; quarantines; travel bans; restrictions on supplies; including any other cause of a similar nature which makes it impossible for a Party to perform its obligation(s) under this Agreement during the Event period, for as long as such force majeure event was not due to error or negligent act(s) or omission(s) on the part of that

Party and could have been avoided by the exercise of due diligence, but for the avoidance of doubt, nothing shall excuse that Party from any payment obligations under the Agreement.

10.2 Neither Party shall be deemed to be in breach of its obligations under the Agreement if it is prevented from fulfilling such obligations by reason of a Force Majeure applicable to the Event period.

10.3 If an event of Force Majeure occurs, the Parties shall immediately consult with one another with a view to finding an equitable solution and shall use all reasonable efforts to mitigate the effects of the occurrence or resume full performance. Equitable solutions may include relocating the Event to an affiliate hotel of similar standard and/or postponing the event to the earliest possible date that is convenient for both Parties.

10.4. If the Parties have been unable to reach an equitable solution, either Party shall have the right to terminate the Agreement in relation to the affected part of performance by giving a termination notice delivered according to this Agreement to that affect and no compensation will be due. The Party holding any deposits shall refund any relating deposits paid by the other Party within 30 days of receipt of such notice except for the administration fee to be charged by the Hotel in the amount of 10% of the affected part of the total Payment (as defined in 4.7 hereof), which shall cover expenses incurred by the Hotel prior the Event.