



THE MANDALA

General Terms and Conditions

1. Scope of Contract

- 1.1. The following general terms and conditions are applicable to the booking of hotel rooms for the purpose of accommodation, and all additional services rendered or procured by THE MANDALA as well as with the booking of conference rooms and facilities for Conferences, Seminars, Banquets or other functions and events for CLIENT. This also includes the organization and delivery of other services in conjunction with the event, including food and beverages.
- 1.2. The sub-leasing or further renting of provided rooms as well as their use for other purposes than accommodation or banqueting require prior written consent from THE MANDALA.
- 1.3. Particular terms and conditions of CLIENT are only applicable with prior agreement in writing.

2. Closure and Partner of Contract

- 2.1. The Contract is deemed in force with THE MANDALA's acceptance of CLIENT request. In this case, THE MANDALA may or may not issue a written confirmation of accommodation. All group reservations, conferences, seminars, banquets or other functions first become binding upon written confirmation from THE MANDALA.
- 2.2. Contracting partners are THE MANDALA and CLIENT. In the event that a third party makes the booking for CLIENT, the third party along with CLIENT is also responsible for all obligations of this contract, provided THE MANDALA possesses the required declaration from the third party.

3. Services Rendered, Prices, Payment and Balance of Accounts

- 3.1. THE MANDALA is obligated to provide the number of rooms and services as agreed upon in the contract.
- 3.2. CLIENT is responsible for payment of rooms and rendered services as agreed upon in the contract. This also applies to CLIENT requested services rendered from third parties by THE MANDALA on behalf of CLIENT.

In the event that THE MANDALA is contractually bound to provide food and beverage for a pre-determined amount of event participants, and less than the amount of people participate as planned, CLIENT is responsible for payment as agreed upon, regardless of ultimate participation or use of services.

Should the amount of event participants exceed the pre-determined THE MANDALA contractual responsibility to provide food and beverage for participants, THE MANDALA is not responsible or liable to provide additional capacity. THE MANDALA will however do its best to accommodate increased requests for food and beverage and add any such cost increases to the agreed upon contract amount. THE MANDALA requests CLIENT understanding when it is not possible to fully accommodate such requests.

- 3.3. All prices include current legal value added tax.
- 3.4. If the period between contract closure and fulfillment exceeds 4 months, THE MANDALA reserves the right to raise agreed upon rates by as much as 10% to cover general price increases for similar services rendered.
- 3.5. THE MANDALA reserves the right to change prices in the event that a CLIENT requires subsequent modifications to prior agreements regarding
 - the number of requested rooms and / or number of requested persons
 - duration of intended stay
 - services to be rendered.

In such cases, THE MANDALA must first agree to any modifications in the original contract.

- 3.6. Invoices are immediately payable upon receipt without reduction. THE MANDALA reserves the right to declare outstanding debts payable at any time without delay. Furthermore, THE MANDALA is allowed to charge interest for overdue or defaulted payments at an effective interest rate set 5% points over the prime interest rate established by the German Federal Bank. The burden of proof for substantiating lower damages lies with CLIENT, and in the case of higher damages with THE MANDALA.
- 3.7. CLIENT is only allowed to reduce any claim made by THE MANDALA in the amount of an indisputable or legally valid counterclaim.

4. Client Cancellation Rights

- 4.1. Any contract cancellation requests require written approval from THE MANDALA. Without such cancellation approval, CLIENT remains responsible for the payment of rooms and services as stipulated in the contract.
- 4.2. This does not apply in cases of performance delay by THE MANDALA or any other situation whereby THE MANDALA can prove that is impossible to provide rooms or requested services. If a cancellation date without further obligation is granted CLIENT and agreed upon in the contract, CLIENT reserves the right to cancel before such date without further penalty or damages claimed by THE MANDALA. This right expires if CLIENT does not exercise it in writing prior to the agreed upon date.
- 4.3. CLIENT reserves the right to cancel without penalty or claims for damage by THE MANDALA as follows:

	3 weeks prior to arrival	6 weeks prior to arrival	9 weeks prior to arrival	4 months prior to arrival	6 months prior to arrival
up to 5 to 20 room nights	40% of contingent	60% of contingent	100% of contingent	n/c	n/c
Up to 21 to 50 room nights	20% of contingent	40% of contingent	60% of contingent	100% of contingent	n/c
50 or more room nights	10% of contingent	20% of contingent	40% of contingent	60% of contingent	100% of contingent

- 4.4. Up to 3 weeks prior to date of scheduled event for reservation of conference facilities with or without food and beverages.
- 4.5. Up to 1 week prior to date of scheduled event for reservation of food and beverages only.
- 4.6. For rooms not occupied by CLIENT, THE MANDALA shall take into account expenditures incurred resulting from the loss of business as well as lost income from not renting the rooms otherwise. For rooms not occupied by CLIENT, THE MANDALA shall take into account expenditures incurred resulting from the loss of business as well as lost income in not renting the rooms otherwise, and also in connection with delivery of food and beverages.
- 4.7. THE MANDALA reserves the right to be compensated for damages resulting from cancellations after the cancellation deadline. The CLIENT shall then be obligated to pay a one-time fee calculated at 90% of the contracted room rate for
 - the rented release of the rooms
 - the rented release of the rooms in addition to the contracted

fees for ordered food and beverages, plus an additional 50% of the delivery charges.

The burden of proof remains with the CLIENT that THE MANDALA has not incurred a loss of income, or that the loss of income is less than that demanded in this one-time fee.

5. THE MANDALA Cancellation Rights

- 5.1. If a CLIENT cancellation date without further obligation is agreed upon in the contract, THE MANDALA also reserves the right to cancel before such date without further penalty or damages claimed by CLIENT. This will only occur when other customer inquiries have been made regarding the previously reserved CLIENT rooms, and when CLIENT upon notification by THE MANDALA does not waive his right to cancel.
- 5.2. Should a contractually agreed upon pre-payment of security deposit not be made by CLIENT on the date specified in the contract, THE MANDALA reserves the right to cancel the reservation without further notification or responsibility.
- 5.3. Furthermore, THE MANDALA is entitled to cancel reservations for any of the following general reasons:
 - Civil Disturbances, Force majeure or other extraneous events and circumstances that make it impossible for THE MANDALA to provide agreed upon rooms and services,



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- Rooms reserved under misleading or false pretenses, for example in the name of a non-existing person or for another use and purpose as previously agreed upon by THE MANDALA,
 - CLIENT furnishes food and beverage for special event without prior written consent of THE MANDALA,
 - If in the opinion of THE MANDALA, providing rooms and services as previously agreed upon would endanger security or public reputation of THE MANDALA.
- 5.4 THE MANDALA is obligated to inform CLIENT immediately of its right to cancel reservations.
- 5.5 All justified reasons for cancellation do not entitle CLIENT to any claim for damages.
- 6. Preparation, Transfer and Return of Reserved Rooms**
- 6.1 CLIENT has no claim on specific rooms prepared and assigned for CLIENT occupation.
- 6.2 Rooms reserved are available to CLIENT at 3:00 PM on scheduled day of arrival. Conference rooms are available to CLIENT at the time and date as specified in contract. CLIENT has no right to earlier availability.
- 6.3 At 11:00 AM on the day of scheduled departure, CLIENT must vacate reserved rooms and return it to THE MANDALA for cleaning and preparation for other guests. THE MANDALA is entitled to charge 50% of the agreed upon room for each late departure up to 6:00 PM, and a full 100% or one extra night lodging charges if the room is not returned to THE MANDALA by 6:00 PM.
- 6.4 Upon completion of special event, CLIENT must immediately vacate reserved conference rooms. Failure to do so can result in additional charges by THE MANDALA.
- 7. Liability**
- 7.1 THE MANDALA is only liable to CLIENT, and that liability is limited for services rendered that do not fall under traditional service areas. This limited liability should only apply to damages resulting from service deficiencies or interruptions whereby THE MANDALA is responsible for resolution due to willful intent or gross negligence. Should such service interruptions or damages occur, CLIENT must immediately notify THE MANDALA for assistance or resolution. CLIENT is also responsible to take every possible action available to insure that ensuing damages are minimized.
- 7.2 THE MANDALA is only liable for any damage or loss of personal items brought into the hotel by CLIENT to the extent covered by existing law. Current law stipulates that damages can not exceed 100 times the room rate or EUR 6.000,-, whichever is less. The amount covered by law for cash and other personal valuables is EUR 750,-. For valuables placed in the room safe, insurance will cover losses up to EUR 1.000,-, and THE MANDALA recommends that CLIENT take advantage of this service.
- All liability is forfeited if CLIENT does not make THE MANDALA aware of any losses or damages incurred immediately for proper resolution (§ 703 German Civil Code).
- 7.3 For unlimited liability by THE MANDALA, only local German regulations apply.
- 7.4 THE MANDALA assumes no liability for vehicles or their contents parked in the underground garage or other hotel parking space. Damages or losses that may occur not resulting from THE MANDALA willful intention or gross negligence will not be covered under any circumstance.
- 7.5 THE MANDALA staff will carefully provide wake-up calls for CLIENT. However, THE MANDALA will not be liable for any damages that may occur as a result of such service except due to willful intention or gross negligence.
- 7.6 Guest messages, mail and other shipments will be handled with extreme care. THE MANDALA will take receipt of, and securely store any messages or shipments received on behalf of guests. Upon request, THE MANDALA will also pay any necessary fee or costs associated with such shipments for later remuneration by the requesting guest. In doing so, THE MANDALA assumes no liabilities for any loss or damages, except in the event of gross negligence.
- 7.7 CLIENT is responsible for all damages caused by themselves, their visitors or co-workers to THE MANDALA property or inventory.
- 7.8. The statute of limitations for any customer claims against THE MANDALA shall be three years provided that no damages exist as a result of gross negligence or malicious intent.
- 8. Client Supplied Food, Beverage & Decorations**
- 8.1. Food and beverages may not be brought into THE MANDALA for special events without prior written consent. Violation of this clause gives THE MANDALA the right to cancel the event, impose charges as detailed previously herein, and to add charges in the amount of EUR 77,- per event participant, excluding value-added tax.
- 8.2. The placement of decorations or other materials in conference rooms is not allowed without prior written consent. CLIENT is solely responsible for any such decorations or other materials, including any licensing or other legal restrictions, releases or requirements for their use by CLIENT. CLIENT is liable for any claims for damages as a result of supplied decorations from any event participants or third parties.
- 9. Final Clauses**
- 9.1. All modifications or supplements to the contract must be made and agreed to in writing. One-sided changes or supplements to the contract by CLIENT will not be recognized and deemed null and void.
- 9.2. Contract fulfillment and payment shall be carried out at THE MANDALA location.
- 9.3. Exclusive legal jurisdiction for all disputes, including check or payment disputes, shall be the city where THE MANDALA is located and legally registered. In so far as the contracting CLIENT has no legal place of business in Germany, legal jurisdiction is maintained at THE MANDALA location.
- 9.4. All applicable German Law governs this contract.
- 9.5. Should individual clauses or regulations contained herein be deemed inappropriate or unlawful at a later date, they shall not effect the validity of other agreements and conditions specified in this contract. In all other cases, general German laws apply.