

GENERAL TERMS AND CONDITIONS FOR EVENTS

(As of October 2026)

1. SCOPE OF APPLICATION

- 1.1. These Terms and Conditions apply to contracts for the rental of conference, banquet and function rooms and other premises of RESORT MARK BRANDENBURG for the holding of events of all kinds, as well as to all other related services and deliveries provided by RESORT MARK BRANDENBURG to the customer. The legal contracting party is Seetor Invest Betriebsgesellschaft Neuruppin Hotel GmbH.
- 1.2. The subletting or re-letting of the rooms, areas or display cases provided, as well as public invitations or other advertising measures for job interviews, sales or similar events, require the prior express consent of RESORT MARK BRANDENBURG, whereby the right of termination pursuant to Section 540 (1) sentence 2 of the German Civil Code (BGB) is waived.
- 1.3. The customer's general terms and conditions shall only apply if this has been expressly agreed in advance in text form.

2. CONCLUSION OF CONTRACT, CONTRACTING PARTIES, LIABILITY

- 2.1. The contract is concluded upon acceptance of the customer's application by RESORT MARK BRANDENBURG.
- 2.2. The customer is obliged to inform RESORT MARK BRANDENBURG without being asked, at the latest upon conclusion of the contract, if the event, owing to its political, religious or other nature, is likely to jeopardise the smooth running of business, the security or the public reputation of RESORT MARK BRANDENBURG.
- 2.3. RESORT MARK BRANDENBURG is liable in accordance with the statutory provisions for damage for which it is responsible resulting from injury to life, body or health.
- 2.4. For all other damage, RESORT MARK BRANDENBURG is liable if such damage is based on an intentional or grossly negligent breach of duty or on a culpable breach of contract-typical obligations by RESORT MARK BRANDENBURG. Contract-typical obligations are those obligations which make the proper performance of the contract possible in the first place and on whose fulfilment the customer may rely. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by RESORT MARK BRANDENBURG. In these cases, liability is limited to the foreseeable damage typical of the contract. Further claims for damages are excluded unless otherwise provided for in Clause 9.
- 2.5. Should disruptions or defects occur in the services at RESORT MARK BRANDENBURG, RESORT MARK BRANDENBURG will endeavour to remedy them upon becoming aware of them or upon the customer's immediate complaint. The customer is obliged to contribute whatever can reasonably be expected of the customer in order to remedy the disruption and to keep any possible damage to a minimum. In addition, the customer is obliged to notify RESORT MARK BRANDENBURG without delay of the possibility of exceptionally high damage occurring.



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3. SERVICES, PRICES, PAYMENT, SET-OFF

- 3.1. RESORT MARK BRANDENBURG is obliged to provide the services ordered by the customer and confirmed in writing by RESORT MARK BRANDENBURG.
- 3.2. The customer is obliged to pay the prices agreed or applicable at RESORT MARK BRANDENBURG for these services and for any further services used. This also applies to services commissioned by the customer directly or via RESORT MARK BRANDENBURG that are provided by third parties. In particular, this also applies to claims by copyright collecting societies.
- 3.3. If a minimum turnover has been agreed and is not reached, RESORT MARK BRANDENBURG may claim 60% of the difference as lost profit, unless the customer proves lower damage or RESORT MARK BRANDENBURG proves higher damage.
- 3.4. The agreed prices include the taxes and local levies applicable at the time the contract is concluded. They do not include local levies owed by the customer under the respective municipal law, such as visitor's tax. In the event of a change in statutory value added tax or the introduction, change or abolition of local levies on the subject matter of the service after conclusion of the contract, the prices will be adjusted accordingly. For contracts with consumers, this only applies if the period between conclusion of the contract and performance of the contract exceeds four months.
- 3.5. If payment by invoice has been agreed, payment must be made – subject to any agreement to the contrary – within ten days of receipt of the invoice without deduction. The customer agrees that the invoice may be sent electronically.
- 3.6. RESORT MARK BRANDENBURG is entitled to demand a reasonable advance payment or security from the customer upon conclusion of the contract, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be agreed in the contract in text form. In the event of default in payment by the customer, the statutory provisions apply.
- 3.7. In justified cases, for example if the customer is in arrears with payment or the scope of the contract is extended, RESORT MARK BRANDENBURG is entitled, even after conclusion of the contract and up until the start of the stay, to demand an advance payment or security within the meaning of Clause 3.6 above, or an increase in the advance payment or security agreed in the contract up to the full agreed remuneration.
- 3.8. The customer may only set off or offset an undisputed claim or a claim established by final and binding judgment against a claim of RESORT MARK BRANDENBURG.
- 3.9. For each reminder issued after default has occurred, the customer shall reimburse RESORT MARK BRANDENBURG for reminder costs of € 5. The customer is free to prove that no costs or only significantly lower costs were incurred. In the case of customers who are not consumers, RESORT MARK BRANDENBURG may instead also assert the claim under Section 288 (5) of the German Civil Code (BGB).



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4. WITHDRAWAL BY THE CUSTOMER (CANCELLATION OF ORDER/BOOKING)

- 4.1. The customer may only unilaterally release themselves from the contract concluded with RESORT MARK BRANDENBURG if a right to withdraw free of charge has been agreed in the contract or if there is a statutory right of withdrawal or termination. The agreement of a right of withdrawal and any consent by RESORT MARK BRANDENBURG to the cancellation of the contract must in each case be given in text form.
- 4.2. If a date for withdrawal from the contract free of charge has been agreed between RESORT MARK BRANDENBURG and the customer, the customer may withdraw from the contract until that date without triggering any claims for payment or damages by RESORT MARK BRANDENBURG. The customer's right of withdrawal expires if the customer does not exercise it vis-à-vis RESORT MARK BRANDENBURG in text form by the agreed date.
- 4.3. If a right of withdrawal has not been agreed or has expired, or if there is no statutory right of withdrawal or termination allowing release from the contract free of charge, RESORT MARK BRANDENBURG retains its claim to the agreed remuneration in accordance with Clauses 3.3, 4.4, 4.5 and 4.6 despite the services not being used. RESORT MARK BRANDENBURG shall credit the income from other lettings as well as the expenses saved. The expenses saved in each case may be calculated as a flat rate, amounting to 10% in the case of separately itemised rental prices and otherwise in accordance with Clauses 3.3, 4.4, 4.5 and 4.6. The customer is free to prove that a higher claim has arisen.
- 4.4. If the customer withdraws only from the 60th day before the date of the event, RESORT MARK BRANDENBURG is entitled to invoice, in addition to the agreed rental price (less any other income or expenses saved in accordance with No. 3 sentence 2 above), any remuneration for third-party services in accordance with Clause 3.2 and/or any agreed minimum turnover in accordance with Clause 3.3, 35% of the lost food and beverage revenue, from the 30th day 60% and from the 10th day 85% of the food and beverage revenue. In the case of events lasting several days, the first day of the event is decisive for calculating the deadline. The customer is free to prove that the claim has not arisen or has not arisen in the amount claimed. RESORT MARK BRANDENBURG is free to prove that a higher claim has arisen.
- 4.5. Unless, by way of exception, a flat rate for all catering was agreed, the food and beverage revenue is calculated according to the formula: menu price of the event plus drinks x number of participants. If no price had yet been agreed for the menu, the lowest-priced three-course menu of the event offer valid at the time shall be used as the basis. Drinks are charged at one third of the menu price.
- 4.6. If a conference flat rate per participant has been agreed, RESORT MARK BRANDENBURG is additionally entitled to invoice 60% of the conference flat rate x the agreed number of participants in the event of withdrawal from the 60th day before the date of the event, 75% in the event of withdrawal from the 30th day and 85% from the 10th day. In the case of events lasting several days, the first day of the event is decisive for calculating the deadline. The customer is free to prove that the claim has not arisen or has not arisen in the amount claimed. RESORT MARK BRANDENBURG is free to prove that a higher claim has arisen.



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- 4.7. If, by way of exception, goods and rents for rooms and/or exhibition areas have not been agreed separately in the contract but are included proportionately in the conference flat rate, RESORT MARK BRANDENBURG may, even in the event of withdrawal up to 60 days before the date of the event, invoice the share attributable to the rent x the agreed number of participants, less a flat rate of 10% for expenses saved. This applies accordingly to all-inclusive packages including the accommodation charge for the relevant share. Clause 4.3 sentence 2 above on the crediting of other income applies accordingly in each case.

5. WITHDRAWAL BY RESORT MARK BRANDENBURG

- 5.1. If it has been contractually agreed that the customer may withdraw from the contract free of charge within a certain period, RESORT MARK BRANDENBURG is in turn entitled during this period to withdraw from the contract in whole or in part if there are requests from other customers for the rooms booked under the contract and the customer, when asked by RESORT MARK BRANDENBURG and given a reasonable deadline, does not waive their right of withdrawal. This applies accordingly where an option has been granted, if other requests have been received and the customer, when asked by RESORT MARK BRANDENBURG and given a reasonable deadline, is not prepared to make a firm booking.
- 5.2. If an advance payment or security agreed or demanded in accordance with Clause 3.6 and/or Clause 3.7 is not made even after a reasonable grace period set by RESORT MARK BRANDENBURG has expired, RESORT MARK BRANDENBURG is entitled to withdraw from the contract.
- 5.3. Furthermore, RESORT MARK BRANDENBURG is entitled to withdraw from the contract extraordinarily for an objectively justified reason, in particular if
- force majeure or other circumstances for which RESORT MARK BRANDENBURG is not responsible make performance of the contract impossible;
 - events or rooms are culpably booked by giving misleading or false information or by concealing facts material to the contract. Material facts may include the identity of the customer, their solvency or the purpose of their stay;
 - RESORT MARK BRANDENBURG has justified reason to assume that the use may jeopardise the smooth running of business, the security or the public reputation of RESORT MARK BRANDENBURG, without this being attributable to the sphere of control or organisation of RESORT MARK BRANDENBURG;
 - the purpose of or the reason for the stay is unlawful;
 - there is a breach of Clause 1.2.
- 5.4. Justified withdrawal by RESORT MARK BRANDENBURG does not give rise to any claim for damages by the customer. Should RESORT MARK BRANDENBURG have a claim for damages against the customer in the event of withdrawal pursuant to Clause 5.2 or 5.3 above, RESORT MARK BRANDENBURG may claim this as a flat rate. Clause 4.3 applies accordingly in this case.



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- 5.5. RESORT MARK BRANDENBURG may prevent or stop unauthorised job interviews, sales events and similar events in exercise of its domiciliary rights.

6. CHANGES TO THE NUMBER OF PARTICIPANTS AND THE TIME OF THE EVENT

- 6.1. An increase in the number of participants by more than 5% must be notified to RESORT MARK BRANDENBURG no later than five working days before the start of the event; it requires the consent of RESORT MARK BRANDENBURG, which should be given in text form. Invoicing will be based on the actual number of participants, but at least 95% of the agreed higher number of participants. If the actual number of participants is lower, the customer has the right to reduce the agreed price by the additional expenses saved as a result of the lower number of participants, which the customer must prove.
- 6.2. A reduction in the number of participants by more than 5% should be notified to RESORT MARK BRANDENBURG in good time, but no later than five working days before the start of the event. Invoicing will be based on the actual number of participants, but at least 95% of the contractually agreed number of participants. Clause 6.1 sentence 3 above applies accordingly.
- 6.3. If the number of participants is reduced by more than 10%, RESORT MARK BRANDENBURG is entitled to exchange the confirmed rooms – taking into account any lower room rental – unless this is unreasonable for the customer.
- 6.4. If the agreed start or end times of the event are postponed and RESORT MARK BRANDENBURG agrees to these deviations, RESORT MARK BRANDENBURG may invoice the additional service availability at an appropriate rate, unless RESORT MARK BRANDENBURG is at fault.

7. BRINGING IN FOOD AND DRINKS

- 7.1. As a matter of principle, the customer may not bring food and drinks to events. Exceptions require an agreement with RESORT MARK BRANDENBURG in text form. RESORT MARK BRANDENBURG may make its consent conditional on charging a contribution to cover overheads.

8. TECHNICAL FACILITIES, CONNECTIONS AND OTHER EQUIPMENT; OFFICIAL PERMITS

- 8.1. Insofar as RESORT MARK BRANDENBURG procures technical and other equipment from third parties for the customer at the customer's request, RESORT MARK BRANDENBURG acts in the name of, on behalf of and for the account of the customer. The customer is liable for careful handling and proper return. The customer shall indemnify RESORT MARK BRANDENBURG against all third-party claims arising from the provision of this equipment.
- 8.2. The use of the customer's own electrical equipment using the power supply of RESORT MARK BRANDENBURG requires the consent of RESORT MARK BRANDENBURG in text form; this may be made conditional on the provision of a resort technician at the customer's expense. Any malfunctions of or damage to the technical installations of RESORT MARK BRANDENBURG caused by the use of this equipment shall be



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borne by the customer, insofar as RESORT MARK BRANDENBURG is not responsible for them. RESORT MARK BRANDENBURG may record and charge the electricity costs arising from such use on a flat-rate basis.

- 8.3. With the consent of RESORT MARK BRANDENBURG, the customer is entitled to use their own telephone, fax and data transmission equipment. RESORT MARK BRANDENBURG may charge a connection fee and/or compensation for the non-use of its own facilities for this.
- 8.4. The customer must obtain any official permits required for the event in good time at their own expense and present them to RESORT MARK BRANDENBURG before the start upon request. The customer is responsible for compliance with public-law requirements and other regulations.
- 8.5. Malfunctions of technical or other equipment provided by RESORT MARK BRANDENBURG will be remedied immediately where possible. Payments may not be withheld or reduced insofar as RESORT MARK BRANDENBURG is not responsible for these malfunctions.
- 8.6. The customer shall independently handle the formalities and settlements required in connection with processes relevant under copyright law (e.g. musical performances, film screenings, streaming services) with the competent institutions (e.g. GEMA).

9. LOSS OF OR DAMAGE TO ITEMS BROUGHT IN

- 9.1. Exhibition items or other items brought in, including personal items, are located in the event rooms or at RESORT MARK BRANDENBURG at the customer's risk. RESORT MARK BRANDENBURG accepts no liability for loss, destruction or damage, including financial losses, except in the case of gross negligence or intent on the part of RESORT MARK BRANDENBURG. In addition, all cases in which safekeeping constitutes a contract-typical obligation due to the circumstances of the individual case are excluded from this exemption from liability. Apart from the cases mentioned in sentence 3, a safekeeping agreement must be made in text form. In all other respects, Clause 2.3 applies accordingly.
- 9.2. Decoration material brought in and other items brought in by the customer must comply with fire safety requirements and other official regulations. RESORT MARK BRANDENBURG is entitled to request official proof of this before the start. If such proof is not provided, RESORT MARK BRANDENBURG is entitled to remove material already brought in at the customer's expense. Owing to possible damage, the setting up and installation of items must be agreed with RESORT MARK BRANDENBURG in advance.
- 9.3. Exhibition items or other items brought in must be removed immediately after the end of the event. If the customer fails to do so, RESORT MARK BRANDENBURG may remove and store them at the customer's expense. If the items remain in the event room or on the exhibition area, RESORT MARK BRANDENBURG may charge reasonable compensation for use for the period during which the room or exhibition area is withheld.



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10. CUSTOMER'S LIABILITY FOR DAMAGE

- 10.1. If the customer is an entrepreneur, the customer is liable for all damage to the building or inventory caused by event participants or visitors, employees, other third parties from the customer's sphere or the customer themselves. This applies accordingly if the customer is a legal entity under public law, a political party or a trade union.
- 10.2. RESORT MARK BRANDENBURG may demand that the customer provide reasonable security, for example in the form of a credit card guarantee, insurance policies, deposits or sureties.

11. FINAL PROVISIONS

- 11.1. Amendments or additions to the contract or to these General Terms and Conditions must be made in text form. Unilateral amendments or additions by the customer are invalid.
- 11.2. If the customer is a merchant (Kaufmann) or a legal entity under public law, the exclusive place of jurisdiction is Neuruppin. RESORT MARK BRANDENBURG may alternatively choose the customer's registered office as the place of jurisdiction. The same applies in each case to customers who do not fall under sentence 1 if they do not have their registered office or place of residence in a member state of the EU.
- 11.3. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and of conflict-of-laws rules is excluded.
- 11.4. We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.
- 11.5. Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions apply.
- 11.6. This English version is a translation of the German original. In the event of any discrepancies or differences in interpretation between the German and the English version, the German version shall prevail.



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