

Hotel Charter for Holding Large Congresses in Berlin

Congresses and trade events are very important to Berlin's economy. In order to draw large congresses to the capital, the Berlin Convention Office of Berlin Tourismus & Kongress GmbH (*visitBerlin*), the *visitBerlin* Partnerhotels e.V., and the Berlin Event Network e.V. (BEN) have agreed to form a charter for large congresses in Berlin.

The charter aims to support non-profits in the social, cultural, or science sector in applying to hold large congresses in Berlin, as well as with the planning and organisation thereof. Large congresses are meetings or conferences with at least 5000 participants as well as over 3000 overnight stays of at least one night in multiple hotels. The charter defines operative guidelines for good and successful cooperation between the organisers, the *visitBerlin* Berlin Convention Office, and the hotel partners of the *visitBerlin* Partnerhotels e.V.

The Berlin Convention Office of *visitBerlin*

visitBerlin has been marketing Berlin as a destination around the world since 1993. It is a service agency for tourism partners in global markets, and with the Berlin Convention Office it serves as an active information broker for the meetings and event industry. *visitBerlin*'s stakeholders are the *visitBerlin* Partnerhotels e.V., the State of Berlin, the Investitionsbank Berlin, Berlin's airports, and TMB Tourismus-Marketing Brandenburg GmbH.

The Berlin Convention Office presents the entire city as a meetings and conference destination. It is a neutral partner that supports event organisers with a wide range of services before, during, and after the event. Non-profits can benefit from a broad network, including:

- Hotels of the *visitBerlin* Partnerhotels e.V.
- Members of the Berlin Event Network e.V. (BEN)
- Venues for all sorts of events and conferences
- Scientific network in Berlin (universities, Charité, medical and scientific institutes and facilities)
- Network of partners in Berlin (business, start-ups, and science)

Hotel partners of the *visitBerlin* Partnerhotels e.V.

The hotel partners of *visitBerlin* Partnerhotels e.V. involved in this charter operate around 30,000 hotel rooms. In order to be able to address the needs and capacity requirements of large congresses, the hotel partners have agreed on joint quality standards and guidelines with regard to rates (value-added tax and the city tax in Berlin are subject to change) and specific sales conditions as well as management procedures for the distribution. This ensures the highest quality standards as well as transparency and security for the organisers of large congresses while planning their event.

The conditions listed below do not replace the individual contract to be formed between the non-profit and the hotel partner. Rights and obligations solely stem from the contract between the non-profit and the hotel partner. The *visitBerlin* Partnerhotels e.V. accepts no liability.

Contributions of the hotel partners in the *visitBerlin* Partnerhotels e.V.

- The prices quoted apply per single or double room and per night, plus breakfast. The price incl. breakfast can be quoted on request.
- The prices for lodging and breakfast must include taxes. The prices, including taxes, must identify agency commissions and the respective percentage.
- If the quote request is made more than 24 months before the event, the prices are given as guidelines with taxes from the respective year. In order to ensure the reliability of these guideline prices, it is recommended that price increases made between the quote of these prices and the event are within the conventional bounds.
- The hotel partners offer free nights for staff/speakers or the organisation committee. The conditions are determined in accordance with the number of available rooms. These rooms must not be granted for commercial purposes or for a fee (1/50 on a cumulative basis, up to 5 rooms per day).
- Berlin is also a target destination for events in the healthcare industry. The hotel partners confirm that they are familiar with the rules and regulations of the Pharmaceutical Code.
- The prices including taxes are subject to the special terms of sale defined in the following pages.

BERLIN EVENT NETWORK e.V. (BEN)

BEN is a unique MICE network in Germany, specialising in Berlin. Its members' services cover all aspects of the event industry, offering experienced contacts for an event in Berlin: From the agency and the location, caterer, and technicians, to the shuttle service and much more. The association serves as a professional network of service providers, and is the Berlin Convention Office's first contact for support with acquiring (large) congresses due to its broad portfolio.

Special terms of sale "Fixed allotment"

*The hotels reserve the right to offer the organiser better conditions than those below.

The hotels participating in the hotel charter boast a total room capacity of 30,000 rooms. So that Berlin can offer sufficient space for large congresses, the individual hotels offer at least the following room capacities:

- 30% of room capacity for congresses with up to 15,000 participants
- 50% of room capacity for congresses with over 15,000 participants

Hotels with a conference area greater than 1000 m² can also offer additional rooms that can only be booked in conjunction with the conference areas.

While determining the allotment, the hotels will be provided with all important data permitted by the customer at the time of the request. However, this must at least include the number of expected participants and the planned venue so that the individual hotels can better appraise the potential for bookings of their rooms and the expected demand in the city.

The hotel partners are asked to actively support the marketing of at least one large congress with over 15,000 participants per year of validity of this contract, namely with 50% of its room capacity.

Deposit	25%	120 days before arrival
	65%	60 days before arrival

The remaining 10% is paid as commission.

Payment	The invoice must be paid within 30 days upon issuance.
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Full cancellation	Each room returned after the last free cancellation date is billed at 100%.
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Partial cancellation		up to 15000 participants	at least 15000 participants
	100% free cancellation	6 months before event begins	9 months before event begins
	50% of the original block can be cancelled for free	4 months before event begins	
	20% of the original block can be cancelled for free	2 months before event begins	
	10% of the remaining block can be cancelled for free	2 weeks before event begins	

No-shows/ early departure	100% of all reserved overnights are billed at 90% of the agreed price.
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Force majeure	If the event participants cannot be accommodated or the planned event cannot be held due to force majeure or reasons for which neither of the contract parties are culpable, or if the event is to be cancelled due to such reasons, each contract party can declare their withdrawal from the contract. In these instances, there are no obligations to accommodate the participants, nor to pay the room rates. Prepayments as per this contract must be refunded. Each contract party is responsible for any other expenditures incurred in relation to the event.
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Special terms of sale "Allotment on request"*

*The hotels reserve the right to offer the organiser better conditions than those below.

For congresses with up to 5000 participants, the hotel partners reserve the right to limit the block of rooms to allotment on request. The following periods apply to the return of unsold rooms to public availability:

50% of unsold rooms are made available to the public	4 weeks before event begins
All remaining unsold rooms are made available to the public	2 weeks before event begins

For larger congresses, the return periods for allotments on request can be adjusted in the individual contract with the customer as needed.

Deposits	- 1 night to be prepaid for every 1 to 2 overnights - 2 nights to be prepaid for every 3 to 5 overnights
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Free cancellation	The participant can cancel booked hotel rooms for free up to 14 days before arrival.
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No-shows	100% of all reserved overnights are billed at 90% of the agreed price.
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General regulations for managing allocations and quality standards

- The hotel partners are obligated to adhere to all confidentiality requirements imposed by the issuing organisation with regard to the name of the event. This can remain anonymous out of respect for the customer's wishes for organising the event.
- If an accommodation agency or a PCO has been officially commissioned by the customer and/or the event organiser, the hotel partners are obligated to give it priority in the group booking. The hotel partners shall forward all direct requests pertaining to the respective event to the official accommodation agency/PCO.
- The hotel partners shall strive to base the annual price increases of guideline prices (up to 3 years in advance) on the conventional market prices.
- Once the binding number of rooms per hotel partner has been set with the customer, the hotel partners must not conduct any relocations within its own hotel chain. This can only be done by the organiser or in cooperation with the officially commissioned agency, etc. These procedures and conditions must remain consistent in all project phases, including before and during the quoting phase, and after the event has been confirmed.
- The optioned/reserved rooms must not be used for other customers.
- The hotel partners are obligated not to overbook the offered room allotment. Should overbookings occur, the official accommodation agency/PCO must be consulted in order to obtain authorisation to reduce the allotment.
- The allotments on request can be offered via the organiser's homepage, with a link to the individual hotel partners.
- The hotel partners pay the commission to the organisation (PCO) that has been commissioned in writing and that is the signatory of a contract with the non-profit/organiser for regulating the accommodations. The commission must be paid immediately upon receipt of the final payment based on the occupied rooms and at the percentage defined in advance. The commission is paid based on a proper invoice from the agency commissioned by the non-profit.
- The hotel partners are obligated to provide written information on any planned and unpreventable renovation work between the time at which the contract is signed and the respective event, in particular work that may considerably disturb the hotel guests.
- In the event of transfer of ownership or the brand at least 12 months before arrival, the hotel partners are obligated to transfer all contractual obligations to the new owner with a positive prognosis and recommendation so that the conditions of the contract can be adhered to as much as possible.
- The hotel partners are obligated to post a banner or advertisement for the event in accordance with the requirements, ordered and provided by the non-profit or the agency (for a fee), if such is compatible with the hotel brand.
- The hotel partners are bound to sustainability (certification, own bylaws, or similar).