



GENERAL TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

I. Area of validity

1. These Terms and Conditions of Business apply to contracts for the letting of hotel rooms for accommodation and all further supplies and services provided for the customer by the hotel.
2. Sub-letting or re-letting, provision of the let premises for use, use of the let hotel rooms for purposes other than accommodation, for public invitations or other advertising measures, for interviews, sales and similar events and use of hotel space outside the rented rooms requires the prior written approval of the hotel and may be made subject to payment of an additional charge.
3. The terms of business of the customer are hereby opposed. They are applicable only if expressly agreed in writing in advance.
4. Furthermore, the additional conditions agreed upon conclusion of contract are applicable.

II. Conclusion of contract, contracting parties and limitation of claims

1. The contract materialises through the acceptance of the customer's application by the hotel. The hotel is free to confirm the room booking in writing.
2. The hotel and the customer are the parties to the contract. If a third party ordered the room(s) on behalf of the customer, this party and the customer shall be jointly and severally liable to the hotel for all obligations arising under the hotel accommodation contract.
3. All contractual claims against the hotel become time-barred one year after commencement of the statutory limitation period with the exception of claims based on intentional acts. Claims for damages become time-barred after five years irrespective of knowledge thereof.

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4. Upon conclusion of contract at the latest, the customer must inform the hotel, without being requested to do so, whether his use of hotel services is suitable for jeopardising the smooth business operations, the safety or the reputation of the hotel.

III. Services, prices, payment and offsetting

1. The hotel is obliged to hold the rooms booked by the customer available and to provide the services agreed.
2. The customer is obliged to pay the hotel prices applicable or agreed for letting the rooms and any further services used by him. This also applies to services and expenses paid by the hotel to third parties which were arranged by the customer.
3. The prices agreed include 15% VAT & 10% Service Charge. If more than four months pass between conclusion of contract and performance of the contract and the statutory VAT changes during this period, the prices shall be adjusted accordingly. If the period between conclusion of contract and performance of the contract exceeds four months and the price generally charged by the hotel for such services increases, this can increase the contractually agreed price by a reasonable extent, however by 5% at the maximum. For each further year between conclusion of contract and performance of the contract exceeding the four months, the maximum limit is increased by a further 5%.
4. The prices can also be amended by the hotel if the customer subsequently requests a change to the number of rooms booked, the hotel services or the duration of the customers' stay and the hotel agrees to this.
5. Invoices issued by the hotel without a due date are payable net within 10 days after receipt of the invoice. The hotel is entitled to call accrued receivables due for payment at any time and to demand immediate payment. In case of payment default, the hotel is entitled to demand the respectively applicable default interest of currently 8% or in case of legal transactions involving a consumer, 5% above the basic interest rate.
6. The hotel is entitled to demand a reasonable advance payment or deposit upon

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conclusion of contract or afterwards. The amount of the advance payment and the payment dates can be agreed in writing in the hotel accommodation contract.

7. The customer may only offset a recognised or final and absolute claim against a claim of the hotel.

IV. Cancellation by the customer (cancellation/non-utilisation of hotel services)

1. Cancellation of the hotel accommodation contract concluded with the hotel by the customer is excluded. Rescission of the hotel accommodation contract requires the written approval of the hotel. If no such approval is given, the price agreed under the contract is payable even if the customer does not use the services under the contract.
2. If a deadline for cancellation of the contract free of charge was agreed in writing between the hotel and the customer, the customer can cancel the contract until such date without initiating any claims for payment or damages by the hotel.
3. The hotel is free to demand the contractually agreed remuneration and make a lump-sum deduction for saved expenses. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for overnight stay with or without breakfast and for flat-rate arrangements with third-party services, 70% for half-board and 60% for full-board arrangements. The customer is free to furnish proof that the claim named above was not created at all or was not created at the amount demanded.
4. If rooms are not used by the customer, the hotel must offset the income from letting the room to another customer and the expenses saved.

V. Cancellation by the hotel

1. If a right of cancellation by the customer free of charge within the period was agreed in writing, the hotel is also entitled to withdraw from the contract in this period if it has received requests for the rooms booked under the contract from other customers and the customer does not waive his right of cancellation within a period

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set by the hotel upon request by the hotel. This applies correspondingly to any option granted if other requests have been received and the customer is not prepared to make a firm booking within a period set by the hotel upon request by the hotel. In this case firm booking means that from this date a hotel accommodation contract comes into existence and the originally agreed, free cancellation period is suspended.

2. If an advance payment agreed or demanded according to Clause III No. 6 above is not paid even after a reasonable additional period set by the hotel, the hotel is entitled to withdraw from the hotel accommodation contract.
3. The hotel is also entitled to withdraw from the contract for an objectively justified reason in an exceptional case, for example if
 - Force majeure or other circumstances for which the hotel is not responsible make the performance of the contract impossible;
 - Rooms are booked on the basis of misleading or incorrect statements of essential facts, e.g. concerning the customer as a person or the purpose;
 - The hotel has a valid reason for assuming that the utilisation of the hotel service may jeopardise the smooth business operations, the safety or the reputation of the hotel without this being attributable to the dominion or organisational sphere of the hotel;
 - There has been a violation of Clause I No. 2 above.
4. If the hotel legitimately withdraws, the customer is not entitled to claim damages.
5. The hotel can stop interviews, sales and similar events which have not been approved or demand that they be stopped.
6. Should a claim to damages be created in favour of the hotel against the customer in case of withdrawal in compliance with Nos. 2, 3 and 5 above, the hotel can settle the claim as a lump sum.

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VI. Provision, handover and return of rooms

1. The customer does not acquire the right to have certain rooms provided unless this was expressly agreed in writing in the hotel accommodation contract.
2. Booked rooms are available to the customer from 2pm on the agreed date of arrival. The customer is not entitled to have the rooms made available to him earlier. Unless a later arrival time was expressly agreed or the room concerned was paid in advance, the hotel has the right to let the rooms to other customers after 6 pm without the customer being able to derive a claim against the hotel from this. This is without prejudice to claims of the hotel under Clause IV.
3. On the agreed date of departure, the rooms must be vacated and made available to the hotel no later than by 11.00 am. If the customer does not ensure that the rooms are made available at this time by his vacating and giving up the room, the hotel may demand the full price of another day. This is without prejudice to further claims for damages by the hotel. If the hotel is required to accommodate customers in a different hotel due to the customer vacating the room late, the customer must pay all costs incurred in this connection. This shall not create any contractual claims for the customer. The customer is free to furnish proof that a claim for the hotel to charge for use was not created or that the claim is much lower.

VII. Liability of the hotel

1. The hotel is liable for its obligations under the hotel accommodation contract with the care of a conscientious businessman. Claims for damages by the customer are excluded in this connection except for damage based on death, bodily injury or an impairment to the health of another if the hotel is responsible for the breach of duty, other cases of damage based on an intentional or grossly negligent breach of duty by the hotel and cases of damage based on an intentional or grossly negligent breach of duties typical for the contract by the hotel. Should disruptions to or faults in the hotel services occur, the hotel shall endeavour to remedy the situation upon gaining knowledge thereof or after receiving immediate notification of the defect from the customer. In addition, the customer is obliged to notify the hotel in due time of the possibility that an exceptionally high amount of damage can occur. The customer is obliged to assist to rectify the disruption and minimise the damage as far as can be

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reasonably expected of him.

2. The hotel is not liable to the customer for any items that is kept in the room or safe deposit box. Customer that have valuable items can use the safe box at the front desk.
3. If a parking place in the hotel garage or in a hotel car park is provided by the hotel, also for a fee, this does not cause a contract for custody to come into existence. The hotel is not liable for the loss of or damage to vehicles parked or manoeuvred on the hotel grounds nor for the loss of or damage to their contents. The hotel has no duty of supervision. The hotel must be immediately notified of any damage. No. 1 Sentences 2 to 4 above apply accordingly.
4. Orders for wake-up calls are carried out by the hotel with the greatest care, however no liability is assumed. Messages, post and consignments for customers are treated with care. The hotel assumes delivery, storage and – upon request and for a fee – forwarding.
5. Any property left behind by the customer shall be forwarded to the customer only upon request and at the risk and expense of the customer. The hotel shall store the property for three months. If the property does not appear to be of any value, the hotel reserves the right to destroy it after the expiry of the period.

VIII. Final provisions

1. Verbal agreements are binding only if confirmed in writing. Amendments or supplements to the hotel accommodation contract, this clause, the acceptance of the customer's application or these Terms and Conditions of Business for Hotel Accommodation must be in writing. Unilateral amendments or supplements by the customer are invalid.
2. The place of performance and payment is the seat of the hotel for the obligations of both parties.
3. Should individual provisions of these General Terms and Conditions of Business for Hotel Accommodation be or become invalid or void this shall not affect the validity of the remaining provisions. Statutory provisions apply in other respects. In case of any invalid provisions, these shall be replaced by the statutory provisions which most closely approximate the invalid provisions in terms of meaning.

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GENERAL TERMS AND CONDITIONS OF BUSINESS FOR EVENTS

I. Area of validity

1. These Terms and Conditions of Business apply to contracts for the letting of conference, banquet and event rooms of the hotel in order to hold events such as banquets, seminars, conferences, exhibitions and presentations etc. and for all further supplies and services of the hotel in connection therewith.
2. Transfer for use, sub-letting or re-letting of the let rooms, surfaces or showcases and invitations to and the conducting of interviews, sales or similar events requires the prior written approval of the hotel.
3. The terms of business of the customer are hereby opposed. They are applicable only if expressly agreed in writing in advance.
4. Publications of any kind which refer to the place of the event must be sent to the hotel for its information in due time in advance. They require approval by the hotel.
5. Furthermore, the additional conditions agreed upon conclusion of contract are applicable. These can be inspected at/requested from the hotel.

II. Conclusion of contract, contracting parties and limitation of claims

1. The contract materialises through the acceptance of the customer's application by the hotel.
2. If the customer is not the organiser or if the organiser hires a commercial intermediary as an organiser, this party and the customer shall be jointly and severally liable to the hotel for all obligations arising under the contract.
3. The hotel is liable for its obligations under the contract with the care of a conscientious businessman. Claims by the customer are excluded in this connection except for any damage based on death, bodily injury or an impairment to the health of another if the hotel is responsible for the breach of duty, other cases of damage based on an intentional or grossly negligent breach of duty by the hotel and cases of damage based on an intentional or grossly negligent breach of duties typical for the contract by the hotel. A breach of duty committed by a legal representative or vicarious agent

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is equivalent to a breach of duty by the hotel. Should disruptions to or faults in the hotel services occur, the hotel shall endeavour to remedy the situation upon gaining knowledge thereof or after receiving immediate notification of the defect from the customer. The customer is obliged to assist to rectify the disruption and minimise the damage as far as can be reasonably expected of him. In addition, the customer is obliged to notify the hotel in due time of the possibility that an exceptionally great amount of damage can occur.

4. All contractual claims against the hotel become time-barred one year after commencement of the statutory limitation period with the exception of claims based on intentional acts. Claims for damages become time-barred after five years irrespective of knowledge thereof.
5. Upon conclusion of contract at the latest, the customer must inform the hotel, without being requested to do so, whether the event is suitable for jeopardizing the smooth business operations, the safety or the reputation of the hotel on account of its political, religious or other nature.
6. Messages, post and consignments for customers are treated with care. The hotel assumes delivery, storage and – upon request and for a fee – forwarding.
7. If a parking place in the hotel garage or in a hotel car park is provided to the customer, also for a fee, this does not cause a contract for custody to come into existence. The hotel is not liable for the loss of or damage to vehicles parked or manoeuvred on the hotel grounds nor for the loss of or damage to their contents. The hotel has no duty of supervision. The hotel must be immediately notified of any damage.

III. Services, prices, payment and offsetting

1. The hotel is obliged to provide the services booked by the customer and confirmed by the hotel.
2. The customer is obliged to pay the hotel prices applicable to or agreed for these and for other services used – also by the participants of his events. He is liable for payment of any and all services used by the participants of the event and for the costs incurred on account of these. This also applies to the services, costs and expenses paid by the hotel to third parties which were arranged by the customer, in particular to receivables from copyright exploitation companies.
3. The prices agreed include the respective statutory VAT & SVC. If the period between

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conclusion of contract and event exceeds four months and the price generally charged by the hotel for such services increases, the contractually agreed price can be increased by a reasonable extent, however by 5% at the maximum. For each further year between conclusion of contract and event exceeding the four months, the maximum limit is increased by a further 5%.

4. The prices can also be amended by the hotel if the customer subsequently requests a change to the number of rooms booked, the hotel services or the duration of the customers' stay and the hotel agrees to this.
5. Invoices issued by the hotel without a due date are payable net within 10 days after receipt of the invoice. The hotel is entitled to call accrued receivables due for payment at any time and to demand immediate payment. In case of payment default, the hotel is entitled to demand the respectively applicable default interest of currently 8% or in case of legal transactions involving a consumer, 5% above the basic interest rate. All further costs incurred in the course of collection are paid by the customer.
6. If a minimum turnover has been agreed and this is not achieved, the hotel may invoice 60% of the difference as lost profit unless the customer furnishes proof of less damage or the hotel of greater damage.
7. The customer may only offset a recognised or final and absolute claim against a claim of the hotel.
8. The hotel is entitled to demand a reasonable advance payment at any time. The level of the advance payment and the payment dates are agreed in writing in the contract. The agreed advance payments cannot be refunded unless free cancellation has been agreed between the hotel and the customer. However, if the hotel is able to re-let the rooms and event rooms at the same price in case of cancellation, the advance payments will be transferred back to the customer. If the rooms and event rooms cannot be re-let at the same price, the customer must pay the difference.
9. If after signing the contract circumstances should become known which make the creditworthiness of the customer appear doubtful in the hotel's opinion, the hotel is entitled to withdraw from the contract or only to provide the agreed services against advance payment or security.

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IV. Cancellation by the customer

1. The hotel must give its written approval to a free cancellation of the contract concluded with the hotel by the customer. If no such approval is given, the room rent agreed under the contract and services arranged with third parties must be paid at all events. This does not apply if the room(s) can be re-let on the same conditions or if the hotel has acted in breach of its contractual duties.
2. If a deadline for cancellation of the contract free of charge was agreed in writing between the hotel and the customer, the customer can cancel the contract until such time without initiating any claims for payment or performance by the hotel. The customer's right of cancellation extinguishes if he does not exercise his right of cancellation in writing by the agreed deadline.
3. If the customer withdraws after signing the contract or after the expiry of the contractually agreed free cancellation deadline, the hotel is entitled to invoice 100% of the lost turnover from consumption in addition to the agreed room rent and costs for third-party services.
4. The turnover from consumption is calculated based on the following formula: set meal for the event plus drinks x number of participants. If a price had not yet been agreed for the set meal, the least expensive 3-course meal of the respectively applicable range of events is taken as a basis. Drinks are charged at one-third of the price of the set meal.
5. If a flat conference rate was agreed per participant, the hotel is entitled to invoice 60% of the flat conference rate x the agreed number of participants if the customer cancels before the date of the event after signing the contract or after the expiry of the contractually agreed free cancellation deadline or 80% in case of cancellation 21 days or less before the date of the event. The deduction of saved expenses is allowed for through Nos. 3 to 5. However, the customer is free to furnish proof that the claim named above did not arise at all or did not arise at the amount demanded.

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V. Cancellation by the hotel

1. If a right of cancellation by the customer free of charge within a certain period was agreed in writing, the hotel is also entitled to withdraw from the contract in this period if it has received requests for the event rooms booked under the contract from other customers and the customer does not waive his right to cancellation within a period set by the hotel upon request by the hotel. This applies correspondingly to any option granted if other requests have been received and the customer is not prepared to make a firm booking within a period set by the hotel upon request by the hotel. In this case firm booking means that from this date the originally agreed, free cancellation period is suspended.
2. If an advance payment agreed or demanded above is not paid, the hotel is likewise entitled to withdraw from the contract. The hotel is also entitled to withdraw from the contract for an objectively justified reason, for example if
 - force majeure or other circumstances for which the hotel is not responsible make the performance of the contract impossible;
 - rooms are booked on the basis of misleading or incorrect statements of essential facts, e.g. concerning the customer as a person or the purpose;
 - the hotel has a valid reason for assuming that the utilisation of the hotel service may jeopardise the smooth business operations, the safety or the reputation of the hotel without this being attributable to the dominion or organisational sphere of the hotel;
3. If the hotel legitimately withdraws, the customer is not entitled to claim damages. If the hotel has a claim for damages against the customer in case of withdrawal in compliance the hotel can settle the claim as a lump sum.
4. The hotel may also withdraw if the hotel gains knowledge of circumstances according to which the financial circumstances of its contractual partner significantly deteriorated after conclusion of contract, particularly if the customer fails to pay receivables owed to the hotel or does not furnish sufficient security and the payment claims of the hotel thus appear jeopardised. This is particularly the case if
 - The customer files an application for the opening of insolvency proceedings, institutes out-of-court proceedings for the purpose of settling debts or has stopped making payments;

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- Opens insolvency proceedings or the opening of such proceedings is rejected due to a lack of assets or for any other reasons.

VI. Changes to the number of participants and the time of the event

1. A change to the number of participants booked by more than 5% must be notified to the hotel no later than ten workdays before the start of the event. It requires the written approval of the hotel. Any discrepancies in excess thereof shall be invoiced to the customer.
2. A reduction of the number of participants by the customer by a maximum of 5% which is notified at least 10 workdays before the start of the event shall be allowed for by the hotel in its invoice. If the discrepancy is any greater, the originally agreed number of participants less 5% shall be taken as a basis.
3. In case of a discrepancy upwards, the actual number of participants shall be charged. If the number of participants should be exceeded by more than 5%, it is possible that the requested meal sequence can no longer be served, unless the hotel agreed to the change
4. In case of discrepancies in the number of participants by more than 10% the hotel is entitled to re-fix the agreed prices and to exchange the confirmed rooms.
5. If the agreed opening or closing times of the event should be shifted and the hotel agrees to these changes, the hotel can invoice its additional service availability to a reasonable extent unless the hotel is responsible for this situation. If the agreed opening and closing times of the events are shifted and the hotel is required to accommodate customers in a different hotel on account of the delay in vacating the rented premises, the customer shall pay all costs incurred in this connection. This is without prejudice to further claims for damages by the hotel.
6. In case of events which continue until after 11 pm, the hotel can charge the personnel costs based on detailed documentation from this point of time onwards, unless otherwise agreed. The hotel can also charge the employees' travelling expenses based on detailed documentation if they are required to travel home after closing time and additional costs are incurred as a result thereof.

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VII. Taking along of food

The customer may not take food and drink along to events as a basic rule. Any exceptions must be agreed in writing with the hotel. In these cases a contribution shall be charged to cover the overhead costs. In the event of a contravention, the hotel is entitled to demand a lump sum for the loss incurred per participant to compensate for the amount which the hotel would have received for the provision of the service. The hotel accepts no liability whatsoever for damage to health caused by the consumption of food and drink brought onto the premises.

VIII. Technical facilities and connections

1. Insofar as the hotel procures technical equipment and other facilities from third parties on behalf of the customer on the latter's initiative, it acts in the name, with the authority and for the account of the customer. The customer is liable for careful treatment, appropriate operation and proper return, also of the hotel's own facilities. He shall indemnify the hotel against all third-party claims based on the provision of these facilities.
2. The use of the customer's own electrical equipment using the power network of the hotel requires the latter's written approval. Any disruptions or damage caused to hotel facilities by using this equipment is for the account of the customer, unless the hotel is responsible for this. The hotel may record and charge a flat rate for the electricity costs incurred as a result of the use of the customer's equipment.
3. The customer is entitled to use his own telephone, fax and data transmission equipment with the approval of the hotel. The hotel may demand a connection fee for this.
4. If suitable systems of the hotel are not used on account of the customer's connection of his own equipment, the hotel may charge a fee for non-use.
5. Disruptions or damage caused to facilities provided by the hotel or other equipment shall be immediately rectified as far as possible at the customer's expense.
6. The customer must fulfil all requirements and obtain any official permits or approvals necessary for the event in due time at his expense. He is responsible for compliance with public-law requirements and other regulations, compliance with provisions on noise protection, youth protection, etc.

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IX. Loss of or damage to property taken to the event

1. Any exhibits or other items, also of a personal nature, are taken into the rooms used for the events or into the hotel at the customer's risk. The hotel accepts no liability for loss, destruction or damage, nor for financial damage, except in case of gross negligence or intent on the part of the hotel in the performance of its contractual duties. Furthermore, all cases in which storage constitutes a duty which is typical for the contract based on the circumstances of the individual case are excluded from this non-liability. Apart from the cases named in sentence 4, a storage contract must be expressly agreed.
2. Decoration material brought in by the customer must comply with technical fire protection requirements. The hotel is entitled to demand official proof of this. If no such proof is furnished, the hotel is entitled to remove decoration material already brought onto the premises at the customer's expense or to prohibit the putting up of such decorations. The erection and putting up of decoration material must be coordinated in advance with the hotel due to possible damage.
3. Exhibits or other items taken along must be removed immediately after the end of the event. If the customer fails to do so, the hotel may remove and store the items at the customer's expense. If the items are required to remain in the event room, the hotel can charge reasonable compensation for use for the duration in which the items remain there.
4. Other items left behind by participants will be forwarded to them only upon request and at the risk and expense of the participant concerned. The hotel shall store the property for three months. After this period they shall be given to the local lost property office if they are evidently of value. The customer must pay the costs of storage. If the property does not appear to be of any value, the hotel reserves the right to destroy it at the customer's expense after the expiry of the period.
5. Packaging arising in connection with supplies for the event by the customer or third parties must be disposed of by the customer before or after the event. Should the customer leave packaging material behind in the hotel, the hotel is entitled to dispose of it at the customer's expense.

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X. Liability of the customer for damage

1. The customer is liable for all damage to buildings or inventory which were caused by participants or visitors of the event, employees, other third parties from his sphere or himself.
2. The hotel may demand the provision of reasonable security (e.g. insurances, deposits, guarantees).

XI. Final provisions

1. Verbal agreements are binding only if confirmed in writing. Amendments or supplements to the contract, this clause, the acceptance of the customer's application or these Terms and Conditions of Business for Events must be in writing. Unilateral amendments or supplements by the customer are invalid.
2. The place of performance and payment is the seat of the hotel for the obligations of both parties.
3. Should individual provisions of these General Terms and Conditions of Business for Events be or become invalid or void this shall not affect the validity of the remaining provisions. Statutory provisions apply in other respects. In case of any invalid provisions, these shall be replaced by the statutory provisions which most closely approximate the invalid provisions in terms of meaning.

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