

**I. Scope of application**

1. These terms and conditions apply to the temporary use of conference, banquet and event rooms of the hotel for the purpose of holding events such as conferences, banquets, seminars, meetings and other events, as well as to all other related services and deliveries of the hotel, in particular room bookings.
2. Deviating provisions, also insofar as they are contained in the general terms and conditions of the contracting party, shall not apply unless they are expressly recognized by the hotel in text form.

**II. Conclusion of contract, contracting party**

1. The event contract (hereinafter referred to as "Contract") shall be concluded by acceptance (in any case in text form) by the customer of the offer submitted by the hotel. The parties to this Contract are the respective operating company of the hotel and the customer. If the customer concludes the Contract in the name of a third party, the third party shall become the contracting party of the hotel and not the customer; the customer shall inform the hotel of this in due time prior to the conclusion of the Contract and provide the hotel with the name and address of the actual contracting party.
2. If the customer concludes the Contract recognizably in the name of the third party or if the third party has commissioned a commercial intermediary or organizer for the contractual processing, the customer, intermediary or organizer shall be jointly and severally liable with the third party who becomes the contracting party for all obligations arising from the Contract, insofar as the hotel has received corresponding declarations from the customer, intermediary, or organizer. Irrespective of this, the customer is obliged to forward all information relevant to the booking, in particular these General Terms and Conditions, to the third party.
3. The subletting or reletting as well as any other transfer of the rooms, areas or showcases provided as well as the invitation to job interviews, sales or similar events require the prior consent of the hotel in text form.

**III. Services, prices, payment**

1. The hotel is obligated to provide the ordered and promised services in accordance with these General Terms and Conditions and the booking confirmation.
2. The contracting party is obligated to pay the hotel's prices agreed upon or applicable for these services in accordance with the booking confirmation. This also applies to services and expenses of the hotel in connection with the event and caused by the contracting party vis-à-vis third parties, in particular also for claims of copyright management companies.
3. The agreed prices include the respective statutory value added tax. If the period between the conclusion of the Contract and the fulfillment of the Contract exceeds 4 months and if the statutory sales tax or other taxes and duties change after the conclusion of the Contract, the hotel reserves the right to increase or decrease the agreed prices by the amount by which the applicable sales tax has increased or decreased. In addition, the contracting party shall be liable for the payment of all food and beverages ordered by the event participants as well as other costs incurred by the event participants.
4. Invoices of the hotel are due for payment immediately upon receipt without discount. The hotel may demand immediate payment of due receivables from the contracting party at any time.

The contracting party shall be in default at the latest if it does not make payment within 30 days of the due date and

receipt of an invoice; this shall only apply to a contracting party that is a consumer if these implications have been specifically pointed out in the invoice. The hotel may charge a reminder fee of €5.00 for each reminder sent after the default has occurred.

5. The hotel is entitled to demand a reasonable advance payment or security deposit in the form of a credit card guarantee, a down payment or similar upon conclusion of the Contract. The amount of the advance payment and the payment dates can be agreed in text form in the Contract.
6. In justified cases, e.g. payment arrears on the part of the customer or expansion of the scope of the Contract, the hotel shall be entitled to demand an advance payment or security deposit within the meaning of the above paragraph 5 or an increase in the advance payment or security deposit agreed in the Contract up to the full agreed remuneration, even after conclusion of the Contract until the start of the event.
7. Furthermore, the hotel is entitled to make claims accrued during the duration of the event due at any time by issuing an interim invoice and to demand immediate payment.
8. The contracting party may only offset an undisputed or legally established claim against a claim of the hotel.

**IV. Withdrawal of the contracting party, cancellation**

1. The contracting party shall only be entitled to withdraw from the Contract concluded with the hotel if such a right has been expressly agreed in writing in the Contract, if a statutory right of withdrawal exists or if the hotel expressly agrees to the cancellation of the Contract in writing.

In the event that the hotel and the contracting party have agreed on a date for withdrawal from the Contract free of charge, the contracting party may withdraw from the Contract by this date without triggering any claims for payment or damages on the part of the hotel.

2. If a right of withdrawal has not been agreed or has already expired, if there is also no statutory right of withdrawal or termination and if the hotel does not agree to a cancellation of the Contract, the hotel retains the right to the agreed remuneration despite the non-utilization of the service. The hotel has the option to claim damages from the contracting party in the form of a lump sum compensation instead of a precisely calculated compensation. In the event of cancellation up to 60 days prior to the event, the compensation lump sum shall amount to 50% of the contractually agreed amount for the event, in particular for the provision of the hotel premises, hotel rooms and the provision of food and beverages. In the event of cancellation up to 60 days prior to the event, the compensation lump sum shall amount to 80% of the contractually agreed amount for the event, in particular for the provision of the hotel premises, hotel rooms and the provision of food and beverages. The contracted amount is calculated according to the number of the agreed participants. If a flat-rate conference fee has otherwise been agreed, the contractually agreed price shall be the flat-rate conference fee multiplied by the contractually stipulated number of participants. If a price for the menu has been stipulated, the contractually agreed price shall be the menu price multiplied by the contractually agreed number of participants. If no menu price has been contractually stipulated, the lowest-priced 3-course menu of the respective valid event offer will be used as a basis. For the assumed beverage sales, 30% of the total food sales shall be used to.

determine the contractually agreed price. The contracting party is free to demonstrate that the hotel has not suffered any damage or that the damage suffered by the hotel is lower than the requested lump sum compensation.

3. If the hotel calculates the specific compensation, the amount of compensation shall not exceed the amount of the contractually agreed price for the service to be provided by the hotel less the value of the expenses saved by the hotel and what the hotel acquires through other uses of the hotel services.
4. The provisions on compensation set forth above correspondingly apply if the contracting party refrains from making use of the booked services without notifying the hotel in a timely manner.
5. If the hotel has granted the contracting party an additional option to withdraw from the Contract within a certain period of time without further legal consequences (right of free withdrawal), the hotel has no right to compensation. The timeliness of the declaration of withdrawal is determined by its receipt by the hotel. The contracting party must declare the withdrawal in text form.

**V. Withdrawal of the hotel**

1. Insofar as the contracting party has been granted a free right of withdrawal in accordance with Clause IV Paragraph 2, the hotel shall also be entitled to withdraw from the Contract within the agreed period of time if there are inquiries from other guests and customers regarding the booked rooms and function rooms and the contracting party does not waive its free right of withdrawal in accordance with Clause IV Paragraph 2 upon being asked by the hotel. This applies accordingly to the granting of an option if other inquiries exist and the contracting party is not prepared to make a firm booking after being asked by the hotel to do so within a reasonable period of time.
2. If an advance payment or security deposit agreed upon or required pursuant to Clause III, Paragraph 5 above is not made even after expiration of a reasonable grace period set by the hotel, the hotel shall also be entitled to withdraw from the Contract.
3. Furthermore, the hotel is entitled to withdraw from the Contract for good cause, in particular if
  - force majeure or other circumstances beyond the control of the hotel make it impossible to fulfill the Contract;
  - events are booked under misleading or false statements of material facts, e.g. the organizer or purpose;
  - the hotel has reasonable grounds to believe that the event may jeopardize the smooth operation of the business, the safety, or the hotel's public image, without this being attributable to the domain or organization of the hotel;
  - there is an unauthorized subletting or subletting within the meaning of Clause II, Paragraph 3;
  - a case of Clause VI, Paragraph 3 has been established;
  - the hotel becomes aware of circumstances that the financial situation of the contracting party has deteriorated significantly after the conclusion of the Contract, in particular if the guest does not settle due claims of the hotel or does not provide sufficient security and therefore payment claims of the hotel appear to be at risk;

- the contracting party has filed an application for the opening of insolvency proceedings against its assets, has made an affirmation in lieu of an oath pursuant to § 807 of the German Code of Civil Procedure (Zivilprozessordnung), has initiated out-of-court proceedings for the settlement of debts or has suspended payments;;
- insolvency proceedings are opened against the assets of the contracting party or the initiation of such proceedings is rejected for lack of assets.

4. The hotel must inform the contracting party immediately in text form of the exercise of the right of withdrawal.
5. In the aforementioned cases of withdrawal, the contracting party shall not be entitled to claim damages.

**VI. Arrival and departure**

1. The contracting party does not have a claim to the provision of certain rooms, unless the hotel has confirmed the provision of certain rooms in text form.
2. Booked rooms are available to the contracting party from 3 p.m. on the agreed day of arrival. It has no claim to earlier provision, unless this has been agreed upon with the hotel in text form.
3. The contracting party or the event participants concerned must make use of the booked rooms by 4 p.m. at the latest on the agreed day of arrival. Unless a later arrival time has been expressly agreed, the hotel has the right to assign booked rooms to other parties after 4 p.m. without the contracting party being able to derive any compensation claims from this. The hotel has a right of withdrawal in this regard.
4. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 12 p.m. at the latest. Thereafter, the hotel may charge the daily room rate for the additional use of the room until 4 p.m., and 100% of the full valid room rate after 4 p.m., in addition to any damages incurred as a result. The contracting party is at liberty to prove to the hotel that the latter has incurred no damage or significantly lower damage.

**VII. Changes in the number of participants and the time of the event**

1. The contracting party is obliged to inform the hotel of the expected number of participants when placing the order. The final number of participants must be communicated to the hotel in text form at least 4 working days before the event date in order to ensure careful preparation. A change in the number of participants by more than 5% requires the consent of the hotel.
2. In the event of an increase in the number of registered and contractually agreed participants, the actual number of persons will be charged for services provided by the hotel according to the number of registered persons (e.g. hotel rooms, food and beverages). In case of a reduction of the contractually agreed number of participants by more than 5%, the hotel is entitled to charge the contractually agreed number of participants minus 5%.
3. If the number of participants is reduced by more than 10%, the hotel is entitled to raise the agreed prices appropriately as well as to exchange the confirmed rooms, unless this cannot be reasonably expected of the contracting party. The prices may also be changed by the hotel if the contracting party subsequently requests changes in the number of participants, the hotel's services or the duration of the event and the hotel consents to this. If a definable part of a booked event is not utilized, the hotel may charge reasonable compensation for the unclaimed part in accordance with the provisions of Clause IV, Paragraphs 3 and 4.

4. The contracting party is free to demonstrate that the hotel has a higher share of saved expenses.
5. If the agreed start or end times of the event are postponed without the prior consent of the hotel in text form, the hotel may charge additional costs for the provision of personnel and equipment, unless the hotel is responsible for the postponement.
6. For events that extend beyond 11 p.m., the hotel may, unless otherwise agreed, charge for personnel expenses from this time onwards on the basis of itemized receipts. Furthermore, the hotel may charge travel expenses incurred by employees on the basis of itemized receipts if they have to travel home after the hours of operation of the public transportation system.

**VIII. Bringing food and drinks**

The contracting party may bring food and beverages to events only upon agreement with the hotel, which shall be in text form. In such cases, the hotel may charge a service fee to cover overhead costs.

**IX. Processing of the event**

1. Insofar as the hotel procures technical and other equipment from third parties for the contracting party at the latter's request, it shall act in the name of, on the authority of and for the account of the contracting party. The contracting party is liable for the careful handling and proper return. It shall indemnify the hotel against all claims of third parties arising from the provision of these devices.
2. The use of the customer's or organizer's own electrical equipment and devices while using the hotel's power supply system requires the hotel's prior consent in text form. Any disruptions or damage to the hotel's technical equipment caused by the use of these devices and systems shall be borne by the contracting party, insofar as the hotel is not culpable for the same. The hotel may record and charge the electricity costs incurred by the use as a lump sum.
3. With the hotel's consent, the contracting party is entitled to use its own telephone, fax and data transmission equipment. For this purpose, the hotel may charge hookup and connection fees. If, due to the hookup of the contracting party's own equipment, corresponding equipment of the hotel remains unused, an appropriate loss compensation may be charged.
4. The hotel shall endeavor to remedy any disruptions in technical or other equipment provided by the hotel promptly upon the contracting party's immediate complaint. Payments cannot be withheld or reduced if the hotel is not responsible for these disruptions.
5. The contracting party shall procure all official permits that may be required for the implementation of the event at its own expense. It shall be responsible for compliance with these permits and all other public-law regulations in connection with the event. If the contracting party assigns the provision of services within the scope of the event (e.g. set-up work, etc.) to third parties, the contracting party shall ensure compliance with all relevant occupational health and safety regulations.

6. The contracting party shall handle the formalities and settlements required in the context of self-arranged music performance and sound reinforcement with the responsible institutions (e.g. GEMA) on its own responsibility.
7. The contracting party may only use the hotel's names and trademarks in the context of advertising its event after prior agreement with the hotel.

**X. Brought items**

1. Exhibits or other items, including personal items, brought to the event are located in the event rooms or in the hotel at the risk of the contracting party. The hotel assumes no liability for loss, destruction or damage, except in cases of gross negligence or intent on the part of the hotel. This does not apply to damages resulting from injury to life, body or health. In addition, all cases in which the safekeeping represents a typical contractual obligation due to the circumstances of the individual case are excluded from this exemption from liability.
2. Decorative materials brought to the event must comply with fire safety requirements. The hotel is entitled to demand proof of this from the relevant authorities. If such proof is not provided, the hotel shall be entitled to remove any material already brought to the event at the customer's expense. Due to possible damage, the placement and mounting of items must be coordinated with the hotel in advance.
3. Exhibits or other items brought to the event must be removed immediately after the event has ended. The hotel may remove and store items left behind at the contracting party's expense. If the removal involves a disproportionate amount of effort, the hotel may leave the items in the event room and charge the respective room rent for the duration of their stay. This does not apply to damages resulting from injury to life, body or health.
4. Packaging material (cardboard boxes, crates, plastic, etc.) that accumulates in connection with the supply of the event by the contracting party or third parties must be disposed of by the contracting party. If the organizer leaves packaging material in the hotel, the hotel is entitled to dispose of it at the contracting party's expense.

**XI. Liability of the contracting party**

1. The contracting party shall be liable for all damage to the building or inventory caused by event participants or visitors, employees, other third parties from his area or itself or its legal representatives and vicarious agents.
2. The hotel may require the contracting party to provide appropriate collateral security (e.g. insurance, deposits, guarantees) to protect it from possible claims for damages.

**XII. Liability of the hotel, limitation period**

1. In the event of disruptions or deficiencies in the hotel's services, the hotel will endeavor to remedy the situation upon the contracting party's immediate complaint. If the contracting party culpably fails to notify the hotel of a defect, a claim for reduction of the contractually agreed remuneration is excluded.
2. The hotel is liable in accordance with the statutory provisions for all damages arising from injury to life, limb and health, as well as in the event of the assumption of a guarantee on the part of the hotel and in the event of fraudulently concealed defects.

3. The hotel shall only be liable for all other damages not covered by Clause XII, Paragraph 2 and caused by slightly negligent conduct of the Hotel, its legal representatives or its vicarious agents if such damages are attributable to the breach of a typical contractual obligation. In these cases, liability shall be limited to the foreseeable damage typical for the contract.
4. The limitations of liability set forth above shall apply to all claims for damages, regardless of their legal basis, including claims in tort. The limitations and exclusions of liability set forth above shall also apply in cases of any claims for damages of a contracting party against employees or vicarious agents of the hotel.
5. The hotel shall be liable to the contracting party for items brought into the hotel in accordance with the statutory provisions, i.e. up to one hundred times the accommodation price, but not more than €3,500.00. For valuables (cash, jewelry, etc.), the liability is limited to €800.00. The hotel recommends making use of the storage option in the room or central hotel safe.
6. Insofar as a parking space in the hotel garage or in a hotel parking lot is made available to the contracting party, even for a fee, this shall not constitute a safekeeping agreement. The hotel has not monitoring obligation. The hotel is not liable for loss of or damage to motor vehicles parked or maneuvered on the hotel property and their contents, unless the hotel is responsible for intent or gross negligence. This also applies to vicarious agents of the hotel. The damage must be claimed against the hotel at the latest when leaving the hotel property.
7. Wake-up calls are carried out by the hotel with the utmost care. Claims for damages, except for gross negligence or intent, are excluded.
8. Messages, mail and consignments of goods for the contracting party and the participants of the event will be handled with care. The hotel will assume responsibility for delivery to the hotel, storage and - upon request - forwarding of the same for a fee, as well as for lost property upon request. Claims for damages, except for gross negligence or intent, are excluded. The hotel is entitled to hand over the aforementioned items to the local lost and found office after a storage period of one month at the latest and by charging a reasonable fee.
9. Claims for damages by the contracting party shall become statute-barred at the latest after two years from the time at which the contracting party becomes aware of the damage or without regard to this knowledge at the latest after three years from the time of the damaging event. This does not apply to liability for damages resulting from injury to life, limb or health or for other damages resulting from an intentional and grossly negligent breach of duty by the hotel, a legal representative or vicarious agent of the hotel.

**XIII. Final provisions, place of jurisdiction, applicable law**

1. Amendments or additions to the Contract, the acceptance of the application or these General Terms and Conditions for events must be made in text form. Unilateral changes or additions by the contracting party are invalid. This also applies to a deviation from this written form requirement
2. The place of performance and payment is the registered office of the hotel.
3. The place of jurisdiction - if the contracting party of the hotel is a merchant or a legal entity under public law - shall be the registered office of the hotel or, at the hotel's discretion, Frankfurt am Main.

If the contracting party of the hotel has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel. However, the hotel is also entitled to bring actions and other legal proceedings at the general place of jurisdiction of the contracting party. The hotel is not willing and not obliged to participate in dispute resolution proceedings before a consumer arbitration board.

4. The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.
5. Should individual provisions of these General Terms and Conditions for events be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

Status: January 2023