

General Terms and Conditions for Events

1. Scope of Application

1.1 These General Terms and Conditions apply to contracts concerning the hire of conference, banquet and event rooms from the Hotel for events such as banquets, seminars, conferences etc. to be held therein as well as to any related additional services and supplies provided by the Hotel.

1.2 The hirer named in the contract is at the same time the owner of the event to be held in the hired rooms. It is assured that the hirer does not act on behalf of another event owner. Any subletting or re-letting of the hired rooms, areas or other spaces used for presentation or other purposes, as well as invitations to job interviews, sales events or similar require the prior written consent by the Hotel, whereby the provisions set out under article 540 section 1 subsection 1 of the German Civil Code (BGB) are waived insofar as the customer is not a consumer.

1.3 Terms and Conditions by the customer are only applicable after explicit prior written agreement.

2. Contract Conclusion, Contract Partners, Liability, Limitation

2.1 The contract is concluded when the Hotel has accepted the customer offer; both become the contracting parties. The hotel can confirm the booking of an event in text form.

2.2 The Hotel is liable with all due diligence for its obligations within the contract. Any compensation claims by the customer are excluded. This does not apply for compensation claims resulting from injury of life, body or health due to a breach of duty the hotel can be held liable for, and for any other damage caused by the hotel with intent or by gross negligence. A breach of duty by a statutory or vicarious agent is equal to a breach of duty by the hotel. The hotel will endeavour to remedy any disruption or deficiency arising in the services provided as soon as it has become aware of them or upon immediate customer complaint. The customer shall be obliged to contribute reasonably to remedy a disruption and to minimize possible damages as far as possible. Moreover the customer shall be obliged to notify the hotel as early as possible of a potential risk of an extraordinarily severe damage.

2.3 Any claims against the hotel are limited to one year commencing with the beginning of the knowledge-dependant regular limitation period as stipulated under § 199 I BGB (German Civil Code). Independent from knowledge, claims for compensation of damage will lapse after five years. Limitation periods may not be reduced for claims due to an intentional or grossly negligent breach of duty by the hotel.

3. Services, Prices, Payment, Set-Off

3.1 The hotel is obliged to deliver the services ordered by the customer and acknowledged by the hotel.

3.2 The customer is obliged to pay the price agreed by contract or the usual the hotel prices for the delivered contractual service and any other services used. The same applies to services ordered by the customer from and paid for by the hotel to third parties, in particular as well for payments claimed by copyright collecting agencies.

3.3 The contract prices include VAT. Should the period between contract conclusion and event exceed four months, and should the usual hotel price for such services increase during that period, the contract price may be appropriately increased as well.

3.4 Invoices by the hotel without a due date are payable strictly net within 10 days from receipt. The hotel shall be entitled to declare accrued costs due at any time. In case of due payments by the customer, the statutory provisions shall apply. Regardless of this, the hotel reserves to provide evidence of a higher loss.

3.5 The hotel is entitled to demand an adequate prepayment at any time. The amount to be prepaid and the due dates can be fixed in writing either in the event contract or in the framework agreement.

3.6 In justified cases, like due payments or contract extensions, the hotel shall be entitled, after conclusion of the contract and up to the start of the event, to demand and advance payment or provision of security within the meaning of clause 3.5 or an increase in the advance payment agreed in the contract up to the full agreed remuneration.

3.7 The customer may only set off or offset an undisputed or legally enforceable claim against a claim of the hotel.

4. Customer Withdrawal (e.g. Counter Order, Cancellation) / No Show

4.1 The customer may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract, if another statutory right of withdrawal exists or if the hotel expressly agrees to the cancellation of the contract. A cost-free customer withdrawal from the contract concluded with the hotel requires the hotel's written consent.

4.2 If a date has been fixed in writing by which the customer can withdraw from the contract free of charge, the customer may do so without having to expect claims for payment or damage compensation from the hotel. The customer's right to withdraw expires if the customer fails to make use of it by the agreed date.

4.3 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 shall retain the claim to the agreed remuneration despite the non-utilisation of the service. The hotel shall offset the income from renting the rooms to other parties as well as the expenses saved. The expenses saved in each case may be calculated as a lump sum in accordance with Clauses 4.4, 4.5 and 4.6. The customer is free to prove that the claim did not arise or did not arise in the amount claimed. The hotel is free to prove that a higher claim has arisen.

4.4 If the customer withdraws only between the 8th and the 6th week before the date of the event, the hotel shall be entitled to charge 70% of the lost food sales in addition to the agreed rental price, and 90% for any later withdrawal.

4.5 The calculation of the food turnover is based on the formula: Agreed menu price / event rate / service price x number of participants x event day. If no price has yet been agreed, the respective cheapest service of the respective valid event offer shall be taken as a basis.

4.6 If a flat-rate conference fee per participant has been agreed, the hotel shall be entitled to charge 60 % of the flat-rate conference fee x agreed number of participants in the event of cancellation between the 8th and the 6th week before the date of the event, and 85 % in the event of later cancellation.

4.7 Should individual cancellation conditions be signed and agreed by contract, these shall remain valid.

5. Withdrawal by the hotel

5.1 If the customer's right of cost-free withdrawal within a defined period has been agreed in writing, the hotel shall as well have the right to withdraw from the contract within this period if there are other customer requests for the booked event rooms and if the customer does not give up his right of withdrawal. This applies accordingly if an option is granted when other requests exist and if the customer does not wish to make a firm booking within the period set by the hotel at his request. In this case, the firm booking means that from this date the originally agreed, free cancellation period is no longer valid.

5.2 If an agreed prepayment or a prepayment as defined under III, section 5 is not made, the hotel shall also have the right to withdraw from the contract.

5.3 Moreover the hotel shall have the right to withdraw from the contract for justifiable objective reasons, for example if:

- force majeure or other circumstances beyond the hotel's responsibility make it impossible to fulfil the contract
- events were booked providing misleading or wrong information on important aspects such as the customer or the purpose
- the hired rooms are used for events promoting and/or spreading right-wing extremist, racist, anti-Semitic or antidemocratic attitudes by the hirer himself or by event visitors
- the hotel has justified reason to assume that the event will violate the hotel's smooth business operation, safety or reputation in the public without this being part of the hotel's domain or organisational area; § there is a breach of duty as defined under I section 2.

5.4 In case of a justified withdrawal by the hotel, the customer is not entitled to claim for damage compensation.

6. Changes of the Number of Participants and the Event Time

6.1 The hotel must be notified of an increase in the number of participants by more than 5% no later than five working days before the start of the event; this requires the hotel's consent, which shall be given in text form. Settlement shall 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 shall be entitled to reduce the agreed price by the additional expenses saved as a result of the lower number of participants, for which the customer must provide evidence.

6.2 A reduction in the number of participants by more than 5% should be notified to the hotel in advance, at the latest five working days before the start of the event, and requires the consent and confirmation of the hotel. Invoicing shall be based on the actual number of participants with a note of the contractually regulated cancellation conditions, but at least 95 % of the ultimately agreed number of participants. Clause 6.1 sentence 3 shall apply accordingly.

6.3 In case of a reduction in the number of participants by more than 10%, the hotel shall be entitled to exchange the confirmed rooms, taking into account any deviating room rent, unless this is unreasonable for the customer.

6.4 If agreed times of commencement or end of an event are shifted, and the Hotel has agreed to these deviations, the Hotel can charge the additional readiness to perform appropriately unless the time shift is the hotel's fault.

7. Bringing of Food and Drinks

7.1 The customer is generally not allowed to bring food and drinks to an event.

7.2 Exceptions require a written agreement with the hotel. In this case the hotel will charge a fee to cover the overhead costs.

8. Technical Equipment and Connections

8.1 If the hotel obtains technical and other equipment from third parties for the customer and upon the customer's order, the hotel acts in the name, per procuracionem and on account of the customer. The customer is liable for the careful handling and the orderly return of the equipment. The customer releases the hotel from any third-party claims resulting from the equipment hire.

8.2 Any use of the customer's own equipment utilizing the hotel's power supply network, requires the written consent by the hotel. Any disturbance or damage to the hotel's technical facilities caused by the use of the customer's equipment will be charged to the customer unless they have been the hotel's fault. The hotel has the right to record and charge the electricity costs caused by such use in the form of a lump sum.

8.3 Upon the hotel's agreement, the customer is entitled to use their own telephone, telefax or data transmission facilities. The hotel may charge a connection fee for such use.

8.4 If suitable hotel facilities remain unused because of the connection of the customer's own equipment, the hotel may charge a loss compensation fee.

8.5 If technical or other equipment provided by the hotel fails, the hotel endeavours to resolve the failure immediately if possible. Payments cannot be withheld or reduced if the hotel is not liable for the failure.

9. Loss or Damage of Brought Items

9.1 Any exhibits or other items including personal belongings brought by the customer, are in the event rooms or the hotel at the customer's risk. The hotel does not assume liability for their loss, destruction or damage including financial losses except if this has been caused by the hotel's gross negligence or intent. This does not apply for compensation claims resulting from injury of life, body or health.

9.2 Brought decoration material has to meet the fire protection requirements. The hotel has the right to demand an official document providing evidence that these requirements are fulfilled. If the customer fails to submit such evidence, the hotel is entitled to remove any material brought in already at the customer's expense. Because of the risk of damage, any setup and mounting of materials requires the prior agreement by the hotel.

9.3 Brought exhibits and other items are to be removed immediately after the event is finished. If the customer fails to do so, the hotel shall be entitled to remove and store the items at the customer's expense. Should the items remain in the event room, the hotel may charge an appropriate utilisation compensation fee. Regardless of this the customer has the right to submit evidence that the before mentioned entitlement does not exist or that it is lower than claimed.

10. The Customer's Liability for Damages

10.1 If the customer is a businessman, he is liable for any damage to building and inventory caused by event participants or visitors, by coworkers, by other third parties from his domain or by himself.

10.2 The hotel has the right to require from the customer the provision of adequate guarantees (e.g. insurances, deposits, suretyships).

11. Final Provisions

11.1 Changes of or amendments to the contract, the contract acknowledgement or the terms and conditions for events always require the written form. Unilateral changes or amendments by the customer are ineffective.

11.2 The place of fulfilment and payment is the domicile of the respective operating company.

11.3 The contract is subject to German jurisdiction. An application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws is explicitly excluded.

11.4 If any of the individual provisions of these General Terms and Conditions turn out to be invalid or void, all other stipulations made herein shall remain unaffected. Apart from that, statutory provisions apply.