

# General Terms and Conditions for Events



## I. Scope of Applicability

1. These Terms and Conditions govern contracts for the rental of the hotel's conference, banquet, and convention rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other associated services and goods connected therewith provided by the hotel.
2. The hotel's prior written consent is required if the rooms, areas, or display cases are to be rented or sublet to a third party, or if invitations are issued for introductory interviews, sales promotions, or similar events.
3. The customer's general terms and conditions shall apply only if this is previously expressly agreed in writing.
4. Publications of any kind in which the venue is indicated must be sent to the hotel in advance and in a timely manner. They must be approved by the hotel.
5. Furthermore, the additional conditions agreed upon in the conclusion of the respective contract shall also apply.

## II. Conclusion of Contract, Parties, Liability, Statute of Limitations

1. The contract shall come into force upon the hotel's acceptance of the customer's application. They are the parties to the contract.
2. If the customer/ordering party is not the event organizer itself, or if a commercial agent or organizer is being used by the event organizer, then these parties shall be liable together with the event organizer as joint and several debtors for all obligations arising from the contract, insofar as the hotel has received a corresponding statement of the event organizer.
3. The hotel shall be liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such which result from injury to life, body or health and the hotel is responsible for the breach of the obligation, other damage which is caused from an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent breach of obligations of the hotel which are typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent of a breach of a statutory representative or employee. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection without undue delay by the customer. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum. In addition, the customer shall be obliged to notify the hotel in due time if there is a possibility that extraordinarily extensive damage may be incurred.
4. All claims against the hotel shall be generally time-barred one year after the statutory commencement of the contract. Reimbursement of damage claims shall be time-barred after five years, independent of knowledge. The reduction of the statute of limitation periods shall not apply for claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

## III. Services, Prices, Payment, Set-Off

1. The hotel is obligated to render the services ordered by the customer and agreed upon by the hotel.
2. The customer is obligated to pay the hotel's prices agreed or the customary hotel's prices for such services or other services utilized. This shall also apply to services and expenses of the hotel to third parties caused by the customer, in particular, also for claims of copyright exploitation companies.
3. The agreed prices include the respective legal value-added tax. If the period between the conclusion of the contract and the event exceeds 4 months and increases the price calculated by the hotel in general for such services, the contractually agreed price may be increased proportionately, but not by more than 10%.
4. Hotel invoices not stating a due date are payable and due in full within ten days of receipt. The hotel shall be entitled at any time to make accumulating accounts receivable payable and due and to demand payment without undue delay. With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 percent or, with legal transactions with a consumer, in the amount of 5 percent above the base interest rate. The hotel reserves the right to prove greater damage.
5. The hotel is entitled to require a reasonable advance payment at any time. The amount and date of the advance payment may be agreed in writing in the contract.
6. If the value-added tax is amended by the legislator or additional duties are raised (after conclusion of the contract), we reserve the right to accordingly modify the agreed corporate rate and to additionally charge the duty or the difference in the currently applicable value-added tax to the customer.

## IV. Repudiation by the Hotel

1. Should an agreed advance payment or an advance payment demanded pursuant to Item III, Nr. 5 not be paid, then the hotel shall also be entitled to cancel the contract.
2. Furthermore, the hotel is entitled to rescind the contract for justifiable cause, i.e.:
  - If force majeure or other circumstances beyond the hotel's control render fulfillment of the contract impossible;
  - If events are booked using misleading or false representation of material facts such as the customer or purpose;
  - If the hotel has good reason to assume that the event might jeopardize the hotel's smooth operations, security, or public reputation without these being attributable to the hotel's sphere of dominion or organization;
  - If there is a breach of the item: I. Nr. 2 supra.
3. The hotel shall immediately inform the organizer of its exercising of the right to cancel.
4. The organizer is not entitled to claim damages against the hotel, except in the event of intentional or grossly negligent behaviour by the hotel.

## V. Repudiation by the Customer (Cancellation, Annulment)

1. In the event of cancellation by the organizer, the hotel is entitled to charge the agreed rent, provided that a further rental is no longer possible.
2. If the organizer first cancels between the 8th and the 4th week before the event date, the hotel is entitled to charge 35% of the lost food revenue in addition to the agreed rental price, with 70% of the food revenue at any subsequent cancellation.
3. The calculation of the food revenue is based on the formula: Menu Price Banquet x number of persons. If no price has been agreed for the menu, the least expensive 3-course menu for the respectively valid event offer will be the basis.
4. If a conference fee per participant has been agreed, the hotel is entitled to charge 60% in the case of a cancellation between the 8th and the 4th week before the event date, and in the case of a later cancellation, 90% of the conference fee x the agreed number of participants.
5. Costs saved regarding point 2 and 4 are compensated. The organizer reserves the right to provide proof of the lower costs; the hotel reserves the right to provide proof of higher costs.

## VI. Changes in Number of Participants and Time of Event

1. If the number of participants changes by more than five percent, the hotel must be informed at the latest five business days before the start of the event. Such change must be approved in writing by the hotel.
2. A reduction in the number of participants of no more than five percent by the customer shall be acknowledged by the hotel in its charges. For changes exceeding this amount, the originally agreed number of participants minus five percent will be used. The customer shall have the right to reduce the agreed price by the expenses saved by him as proved due to the reduced number of participants.
3. If there is an upward change, charges will reflect the actual number of participants.
4. If the number of participants changes by more than ten percent, the hotel shall be entitled to re-determine the agreed prices and to exchange the confirmed room reservations unless this is unreasonable for the customer.
5. If the event's agreed starting or ending times change and the hotel agrees to such deviations, the hotel may reasonably charge for the added cost of stand-by service, unless the hotel is at fault.

## VII. Bringing of Food and Beverages

The customer may not bring food or beverages to events. Exceptions must be agreed in writing with the hotel. In such cases, a charge will be made to cover overhead expenses. The hotel accepts no liability for damage to health caused by the consumption of food and drink that is brought in.

## VIII. Technical Facilities and Connections

1. To the extent the hotel obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney and on the account of the customer. The customer is responsible for the careful handling and proper return of the equipment. The customer shall indemnify the hotel from all third-party claims arising from the provision of the facilities or equipment.
2. Written consent is required for using the customer's electrical systems on the hotel's electrical circuit. The customer shall be liable for malfunctions of or damage to the hotel's technical facilities caused by using such equipment, to the extent that the hotel is not at fault. The hotel may charge a flat fee for electricity costs incurred through such usage.
3. The customer is entitled to use his own telephone, telefax, and data transfer equipment with the hotel's consent. The hotel may charge a connection fee.
4. If suitable hotel equipment remains unused because the customer's own equipment is connected, a charge may be made for lost revenue.
5. Malfunctions of technical or other equipment provided by the hotel will be remedied immediately whenever possible. To the extent the hotel was not responsible for such malfunctions, payment may not be withheld or reduced.

## IX. Loss of or Damage to Property Brought In

1. Customer shall bear the risk of damage or loss for objects for exhibit or other items including personal property brought into the event rooms/hotel. The hotel assumes no liability for loss, destruction, or damage to or of such objects, also not for property damages, with the exception of cases of gross negligence or intent on the part of the hotel. Excepted here from are cases of damage caused as a result of injury to life, body or health. In addition, in all cases in which the safekeeping represents an obligation typical for a contract due to the circumstances of the individual case, release from this liability shall be prohibited.
2. Decorations brought in must conform to the fire protection technical requirements. The hotel is entitled to require official evidence thereof. Should such proof not be given, then the hotel shall be entitled to remove materials already brought in at the cost of the customer. Due to the possibility of damage, the hotel must be asked before objects are assembled or installed.
3. Objects for exhibit and other items must be removed immediately following the end of the event. If the customer fails to do so, the hotel may remove and store such at the customer's expense. If the objects remain in the room used for the event, the hotel may charge a reasonable compensation for use for the period that they remain there. The customer is free to prove that the above-mentioned claim was not created or not created in the amount claimed.

## X. Customer's Liability for Damage

1. Insofar as the customer is a business owner, it shall be liable for all damage to buildings or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the customer and the company itself.
2. The hotel may require the customer to provide reasonable security (e.g., insurance, security deposits, sureties).

## XI. Final Provisions

1. Amendments or supplements to the contract, the application acceptance, or these General Terms and Conditions for Events should be made in writing. Unilateral amendments and supplements by the customer are invalid.
2. Place of performance and payment is the location of the hotel's registered office.
3. In the event of litigation, the courts at the location of the hotel's registered office shall have exclusive jurisdiction for commercial transactions, including disputes regarding checks and bills of exchange. To the extent a party fulfills the requirement of the German Code of Civil Procedure, § 38, para. 2, and does not maintain a general domestic venue, the courts at the location of the hotel's registered office shall have exclusive jurisdiction.
4. The contract is governed by and construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
5. Should individual provisions of these General Terms and Conditions for Events be invalid or void, the validity of the remaining provisions shall remain unaffected thereby. Moreover, the statutory provisions apply.