

I. Applicability

1. These terms and conditions apply to contracts regulating the rental use of the hotel's conference, banqueting and function rooms for the express purpose of hosting events such as banquets, seminars, conferences, exhibitions, presentations etc. and any other associated services or supplies provided by the hotel.
2. Prior written consent of the hotel is required if rooms, areas or display cases provided are to be sublet or rented to other parties or if invitations to interviews, sale events or similar are to be issued, whereby § 540, para. 1, sentence 2 German Civil Code is waived insofar as the customer is not a consumer.
3. The customer's terms and conditions apply only if so agreed in writing in advance.

II. Conclusion of contract, parties, liability, limitation period

1. The contract becomes valid when the hotel accepts the customer's application. These are the contractual partners.
2. If the customer/ordering party is not the event organizer, 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 from the event organizer.
3. The hotel assumes liability for the due care and diligence of a prudent businessman. The customer's rights to reimbursement of damages are precluded except for such which result from injury to life, body or health when the hotel is responsible for the breach of the obligation, other damage which is caused from an intentional or grossly negligent breach of obligation of the hotel and damage which is caused from an intentional or negligent breach of the hotel of obligations typical for such a contract. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or employee. Should disruptions or defects occur in the hotel's services, the hotel will endeavour to remedy such as soon as it becomes aware thereof or upon the customer's notification of the defect.

The customer undertakes to contribute reasonable assistance to remedy the disruption and minimize any possible damage. In addition, the customer shall be obliged to notify the hotel in due time if there is a possibility that extraordinary damage may be incurred.

4. Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations dependent upon knowledge of § 199, I of the German Civil Code. 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. Performances, rates, payment, set-off

1. The hotel is obligated to render all services ordered by the customer and confirmed by the hotel.
2. The customer is obligated to pay the applicable or agreed hotel rates for all agreed services and all other services used. This also applies to services and outlays to third parties made by the hotel on behalf of the customer, in particular to any demands made by Performing Right Societies.
3. The agreed rates include the relevant rate of sales tax as required by law. If the period between conclusion and the event is in excess of four months, and if the rate generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed rate to a reasonable extent, but not by more than 5%.
4. Hotel bills are immediately payable in full. The hotel is entitled, at any time, to call in accrued amounts owed and to require immediate payment. In the case of delayed payment, the hotel is entitled to charge interest at the legal rate of interest for default. The hotel reserves the right to show evidence of higher damages.
5. The hotel is entitled, at any time, to require the payment of a reasonable advance payment. The amount of the advance payment and payment dates may be agreed in writing in the contract.
6. The customer may set off or reduce a claim by the hotel only against an undisputed claim or one that has been adjudicated finally and absolutely.

IV. Rescission by the customer (cancellation)

1. Rescission by the customer of the contract entered into with the hotel without the incurring of charges requires the hotel's written consent. If this is not given, then the room rate agreed in the contract as well as the services caused to be performed by third parties must be paid even if the customer does not avail himself of the contractual services and rental to a third party is no longer possible. This does not apply in cases of an infringement by the hotel of its duty to consider the customer's rights, objects of legal protection or interests in the event that the customer can therefore no longer be expected to abide by the contract or the customer has a legal or contractual right of withdrawal.
2. To the extent that the hotel and customer agreed in writing upon a date for rescinding the contract without the incurring of charges, the customer may rescind the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of rescission expires if he does not exercise his rescission right vis-à-vis the hotel by the date agreed except in the event of the customer having the right to rescission as stated in point 1 sentence three.
3. If the customer cancels between the eighth and fourth week prior to the date of the event, the hotel shall be entitled to charge in addition to the agreed rent 35 percent of lost food sales (70 percent of food sales for any later cancellation).
4. Food sales are calculated using the following formula: event menu price times the number of participants. If no price had yet been agreed for the menu, then the least expensive three-course menu of those currently being offered shall apply.
5. If a seminar flat rate per participant has been agreed, then in the event of a cancellation between the eighth and fourth week prior to the date of the event the hotel shall be entitled to charge 60 percent of the seminar flat rate times the agreed number of participants (85 percent for any later cancellation).
6. The deduction of saved expenses is taken into account in §IV.3-5 above. The customer shall be free to prove that the above-mentioned claim was not created or not created in the demanded amount.

V. Rescission by the hotel

1. To the extent a right of rescission not incurring charges within a certain period was agreed in writing for the customer, the hotel is entitled for its part to rescind the contract during that period if there are enquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission when asked by the hotel.
2. If an agreed advance payment or a payment requested in accordance with the above-mentioned §III.6 is not made, then the hotel is likewise entitled to rescind the contract.
3. Furthermore, the hotel is entitled to effect rescission of the contract for materially justifiable cause, in the event of
 - circumstances beyond the control of the hotel making it impossible for the contract to be fulfilled;
 - misleading or false information regarding major facts, such as the identity of the customer or the purpose is proffered when the reservation is made;
 - the hotel has well-founded cause to believe that the event might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
 - there is a violation of clause I.2 above.
4. Upon justified rescission by the hotel, the customer shall have no claim to reimbursement of damage.

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

1. If the number of participants changes by more than five percent, the hotel must be informed at the latest five working days before the start of the event. Such change requires the hotel's written consent.
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 redetermine the agreed prices and to exchange the confirmed room reservations.
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 in 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.

VIII. Technical facilities and connections

1. In the event of the hotel obtaining technical and other facilities or equipment from third parties for the customer's use 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. The using of the customer's own electrical systems on the hotel's electrical circuit requires the written consent of the hotel. 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, fax, and data transfer equipment with the hotel's consent. The hotel is entitled to 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 the loss of revenue.

5. Malfunctions of technical or other equipment provided by the hotel will be remedied immediately whenever possible. Payment may not be withheld or reduced to the extent the hotel was not responsible for such malfunctions,

IX Loss of or damage to property brought in

1. The customer shall bear the risk of damage or loss for exhibition objects or other items including personal property brought into the event rooms or 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 herefrom 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. Any material brought into the hotel must conform to fire protection technical requirements. If need be, the hotel is entitled to require official proof thereof. Should such proof not be given, then the hotel is entitled to remove materials already brought in at the customer's cost. 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, the customer shall be liable for all damages 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 and supplements to the contract, the acceptance proposal or these general terms and conditions for events and the waiving of the written form must be made in writing. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the hotel's registered office.
3. In the event of a dispute, also including such concerning cheques and bills of exchange, the courts at the location where the hotel is registered shall have exclusive jurisdiction for commercial traffic. In so far as a contracting party fulfils the requirements as laid out in §38.2 of the ZPO (Civil Code of Procedure) but has no legal venue within the country, the courts at the location of the hotel's registered office shall have jurisdiction.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. 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 Hotel Accommodation be or become null and void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.