



## GENERAL TERMS AND CONDITIONS FOR EVENTS

### 1 SCOPE

- 1.1 These Terms and Conditions apply to all contracts governing the letting of conference, banquet and function rooms of the hotel for event purposes such as banquets, seminars, meetings, exhibitions and presentations etc. including all other services and deliveries provided by the hotel in connection with these contracts.
- 1.2 Subletting or subleasing the rooms, spaces or showcases provided as well as the organization of job interviews, sales presentations or similar events requires the prior written consent of the hotel. In this event Section 540, paragraph 1, sentence 2 of the German Civil Code (BGB) is waived if the customer is not a consumer within the meaning of Section 13 BGB.
- 1.3 Any general terms and conditions of the customer shall only apply if their application was expressly agreed before conclusion of the contract.

### 2 CONCLUSION OF THE CONTRACT, CONTRACTING PARTIES, LIABILITY, STATUTE OF LIMITATIONS

- 2.1 The parties to this contract are the hotel and the customer. The contract shall enter into force upon acceptance of the customer's booking request by the hotel. The hotel may confirm the booking of the event venue in writing.
- 2.2 The hotel shall be liable for any injury to life, body or health falling under the responsibility of the hotel. The hotel shall further be liable for any other damage resulting from a willful or negligent breach of contractual duties and/or a willful or negligent breach of duty by failing to exercise the reasonable standard of care customary for this type of contract. A breach of contractual duties by a legal representative or agent of the hotel shall be deemed a breach of duty by the hotel. Unless otherwise specified in Section 9, all other claims for damages are excluded. The hotel shall endeavor to remedy any disruptions or shortcomings in the services of the hotel upon discovery of such disruptions or at the customer's immediate request. The customer shall take all reasonable steps to help eliminate such disruptions and ensure that damage is kept to a minimum. In all other respects, the customer shall notify the hotel of the possibility of extraordinarily high damage in good time.
- 2.3 All claims against the hotel are subject to the statutory limitation period.

### 3 SERVICES, PRICES, PAYMENT, SETTING OFF CLAIMS

- 3.1 The hotel shall render the services booked by the customer and agreed to by the hotel.
- 3.2 The customer shall pay for the provision of these and all other services used by the customer at the agreed and/or applicable rates. This includes any services ordered by the customer directly or through the hotel, which were rendered by third parties and advanced by the hotel, as well as claims by copyright collection agencies.
- 3.3 The prices agreed include all taxes applicable at the time the contract is concluded. In the event of changes to the VAT rate or the reintroduction, change or abolition of local fees on the services to be performed after conclusion of the contract, prices shall be adjusted accordingly. The above provision shall only apply to contracts with consumers if the period between conclusion and performance of the contract exceeds four months.
- 3.4 Unless otherwise specified on the invoice, all hotel invoices are payable without deduction within fourteen days of receipt. The hotel may demand immediate payment of all payable debts at any time. In the event payment of the hotel invoice is overdue, the hotel may claim late payment interest at the applicable statutory rate. The hotel reserves the right to claim damages for any additional costs, losses or expenses incurred.
- 3.5 The hotel may demand a reasonable advance payment or security deposit such as a credit card guarantee upon conclusion of the contract. The amount to be paid in advance and the payment dates can be agreed in writing in the contract.
- 3.6 Under certain circumstances, e.g. delayed payment or extension of the contract to include additional services, the hotel may demand an advance payment or security deposit within the meaning of the above provisions or an increase in the contractually agreed advance payment or security deposit even after conclusion of the contract, but before the beginning of the event, until full payment is made.
- 3.7 Only claims that are uncontested or have become res judicata may be offset against claims of the hotel.



#### **4 RESCISSION BY THE CUSTOMER (CANCELLATION)**

- 4.1 The customer may not rescind the contract concluded with the hotel unless such a right to cancel the reservation has been expressly agreed in the contract, the customer has a statutory right of revocation or the hotel has expressly consented to the cancellation. Any agreed right of revocation or consent to a cancellation must be documented in writing.
- 4.2 The customer may rescind the contract in question without incurring any charges or liability for damages to the hotel, provided the hotel and the customer have agreed on a deadline by which the customer can cancel a booking at no charge. The customer's right to rescind the contract expires if the customer fails to exercise this right by the agreed deadline.
- 4.3 In the event no right of revocation was agreed or such right has already expired, the customer has no statutory right of revocation or termination, and the hotel refuses to rescind the contract, the hotel may claim the agreed remuneration even if the customer fails to make use of the hotel's services. The hotel shall reduce its claims against the customer by the amount received by re-letting the reserved venue and the expenses saved by the non-arrival. In accordance with sections 4.4, 4.5 and 4.6, the hotel may deduct a flat amount for the expenses saved. The customer retains the right to establish that the hotel did not incur any or significantly less damage. The hotel reserves the right to establish that the amount of damage was greater than this flat amount.
- 4.4 In the event the customer cancels the event in the period between the 8th and 4th week before the date of the event, the hotel may, in addition to the agreed price of the venue, charge 35 % of the sales of food and beverages lost and 70 % if the event is canceled at a later date.
- 4.5 Food and beverage sales are calculated as follows: agreed set menu price x number of participants. In the event no price was agreed for the set menu, the most reasonably priced three-course menu of the applicable event offer shall be used for the calculation.
- 4.6 If a conference package was agreed per participant, the hotel may charge 60 % of the package price x agreed number of participants if the event was canceled in the period between the 8th and 4th week before the date of the event and 85 % if the event is canceled at a later date.

#### **5 RESCISSION BY THE HOTEL**

- 5.1 In the event both parties agree the customer may cancel a booking free of charge within a certain deadline, the hotel may also rescind the contract within the defined deadline, provided other customers have inquired about the availability of the function rooms in question and the customer fails to waive the right to cancel the booking at the hotel's request within a reasonable period of time.
- 5.2 If the customer fails to make an agreed or demanded advance payment or security deposit in accordance with Sections 3.5 and/or 3.6 even after being given a reasonable grace period by the hotel, the hotel may rescind the contract.
- 5.3 The hotel may also rescind a contract for any reasonable cause, which may include, but is not limited to:
- Acts of God or other circumstances beyond the reasonable control of the hotel prevent performance of the contract;
  - The customer willfully or negligently provides misleading or wrong details and/or conceals material facts when booking rooms or events, whereby the customer's identity or ability to pay as well as the purpose of the stay may all be deemed material facts;
  - The hotel has reasonable grounds for believing the event would endanger the hotel's smooth business operations or security or prejudice the reputation of the hotel in public with these risks being outside the hotel's influence or control.
  - The purpose of or reason for the event is illegal;
  - The customer violates Section 1.2 of these terms.
- 5.4 The hotel shall not be liable for any loss or damages whatsoever arising from the rescission of the contract for reasonable cause.



## **6 CHANGES TO THE NUMBER OF PARTICIPANTS AND THE EVENT TIMES**

- 6.1 The customer shall inform the hotel of any increase in the number of participants of more than 5 % at least five working days before the event. Any such increase is subject to the hotel's prior written consent. The final invoice shall contain the actual number of participants, but at least 95 % of the agreed increased number of participants. In case the actual number of participants is lower, the customer may lower the agreed price by any expenses the hotel saved due to the lower number of participants, provided such savings can be proven by the customer.
- 6.2 The customer shall inform the hotel of any reduction in the number of participants by more than 5 % at least five working days before the event. The final invoice shall contain the actual number of participants, but at least 95 % of the agreed final number of participants. Section 6.1, sentence 3, shall apply with the necessary modifications.
- 6.3 In the event the number of participants is reduced by more than 10 %, the hotel may change the rooms confirmed, subject to the applicable room rates, unless this change would impose an unreasonable burden on the customer.
- 6.4 Should the agreed start or end dates of the event change and the hotel agree to these changes, the hotel may charge a reasonable rate for this additional service, unless the hotel is partly or fully responsible for the change.

## **7 BRINGING FOOD AND BEVERAGES**

On principle, the customer may not bring food or beverages to events. Exceptions require the consent of the hotel. In this event, the hotel will charge a fee to cover any overhead cost.

## **8 TECHNICAL EQUIPMENT AND CONNECTIONS**

- 8.1 Any technical or other external equipment requested by the customer is procured by the hotel on behalf of and with the express authority of the customer at the customer's expense. The customer shall be liable for handling and returning this equipment with the necessary care. The customer hereby indemnifies the hotel against any claims from third parties arising out of the rental or use of such equipment.
- 8.2 The use of the customer's own electrical equipment with the hotel's power supply system requires the consent of the hotel. The customer shall be liable for any disruptions or damage to the technical installations of the hotel caused by the use of such equipment, unless the hotel is directly responsible for the disruption or damage. The hotel may charge a flat fee for the electricity consumption of this equipment.
- 8.3 The use of the customer's own telephone, fax machines and other data communication systems is subject to the hotel's approval. The hotel may charge a connection fee for such equipment.
- 8.4 The hotel may also claim compensation if suitable hotel facilities remain unused because the customer brought their own equipment.
- 8.5 Any disruptions in the technical installations and other facilities provided by the hotel will be remedied as quickly as possible. Outstanding charges may not be withheld or lowered unless the hotel is directly responsible for these disruptions.

## **9 LOSS OF OR DAMAGE TO THE CUSTOMER'S PROPERTY**

- 9.1 Any exhibits or other objects, including personal items, are stored in the event rooms and/or the hotel at the customer's own risk. The hotel shall not be liable for any loss, damage or loss of profit unless caused by the hotel's willful misconduct or gross negligence. For the avoidance of doubt, the hotel does not exclude its liability for any injury to life, body or health. The hotel shall further be liable for any loss or damage in individual contractual situations, in which storage of the customer's property can reasonably be expected.
- 9.2 Any decorative material brought into the hotel must comply with fire protection standards. The hotel may at its discretion demand proof of conformity with the applicable standards. If the customer fails to provide such proof, the hotel may remove any material brought into the hotel at the customer's expense. The assembly and installation of objects in the hotel has to be arranged with the hotel in advance to prevent any damage to the hotel.
- 9.3 Exhibits and other items brought to the hotel by the customer must be removed immediately after the end of the event. If the customer fails to remove his property, the hotel may remove and store any remaining items at the customer's expense. In the event any items are left in the function room, the hotel may charge a reasonable compensation for the time the room cannot be used.



## **10 LIABILITY OF THE CUSTOMER FOR DAMAGE**

- 10.1 If the customer is an entrepreneur within the meaning of Section 14 of the German Civil Code, the customer shall be liable for any and all damage to the building, its fixtures and furniture caused by the customer, the participants in the event, guests and employees or any third party in the customer's responsibility.
- 10.2 The hotel may demand a reasonable security such as a credit card guarantee.

## **11 FINAL PROVISIONS**

- 11.1 Any changes or amendments to the contract, the booking confirmation or these general terms and conditions must be made in writing. Any unilateral changes or amendments carried out by the customer are ineffective.
- 11.2 The exclusive place of performance, payment and jurisdiction for all disputes arising out of commercial transactions between the parties, including check and currency disputes, shall be the hotel's place of business and the courts of competent jurisdiction at the hotel's place of business, respectively. In the event one of the contracting parties has no general place of jurisdiction in Germany within the meaning of Section 38, paragraph 2 of the German Code of Civil Procedure (ZPO), the hotel's place of business shall be the place of jurisdiction.
- 11.3 These terms and conditions are subject to German law. The UN Convention on Contracts for the International Sale of Goods and the German conflict of laws principles are excluded.
- 11.4 In the event that any one or more of the provisions of the terms and conditions for events shall be or become invalid or unenforceable in any respect, the validity of the remaining provisions shall not be affected thereby. In all other respects, statutory provisions apply.

Hotel Neues Tor GmbH  
Version: July 2017