

General Terms and Conditions for Events and Hotel Accommodation Contracts

§1 Field of application

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 etc., as well as all other associated services and goods 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 promotion or similar events.
3. The event organizer's terms and conditions apply only if this is expressly agreed in writing

§2 Conclusion of contract; contract parties; liability

1. The contract is made by force of the hotel's application acceptance (confirmation) to the event organizer. They are the contract partners.
2. If the customer/orderer is not the event organizer, or if a commercial agent or organizer is being used by the event organizer, then these parties are liable together with the event organizer as joint and several debtors for all obligations originating in the contract.
3. The hotel is liable for its obligations originating in the contract. Its liability is limited to defects of performance attributable to intent or gross negligence on the part of the hotel, except in the area typical for the performance. In addition, the event organizer is obligated to notify the hotel in due time if there is a possibility extraordinarily extensive damage may be incurred.

§3 Services; Prices; Payment

1. The hotel is obligated to render the services ordered by the event organizer and agreed by the hotel.
2. The event organizer is obligated to pay the hotel's prices agreed for such services. This also applies to services and expenses of the hotel to third parties incurred in connection with the event.
3. Value-added tax as required by law is included in the agreed prices. If the period between conclusion of the contract and the event exceeds four months and if the price generally charged by the hotel for such services increases, then the agreed price may be raised to a reasonable degree, not to exceed ten percent.
4. Invoices from the hotel not stating a due date are due and payable in full within ten days of receipt. In the event of delay in payment, the hotel is entitled to charge interest at a rate four percent above the German Bundesbank's current discount rate. The event organizer and the hotel reserve the right to prove lower or higher actual damages, respectively.
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. After midnight we charge a night fee per each started hour and employee: For head waiter and head chefs we charge € 47.00 each, for waiter and kitchen staff we charge € 27.00 each. The night fee is indicated on the final invoice.

§4 Rescission by the hotel

1. If the advance payment is not made even after a reasonable grace period set by the hotel has expired with warning of rejection having been given, the hotel is entitled to rescind the contract.
2. Furthermore the hotel is entitled to rescind the contract for justifiable cause, examples being:
 - If acts of God or other circumstances beyond the hotel's control render fulfillments of the contracts impossible;
 - If events are booked using misleading or false representation of major facts such as the event organizer 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 an infringement of item (1.) and (2.) above.
3. The hotel must inform the event organizer without delay that it is exercising its right of rescission.
4. The event organizer does not derive any right to compensatory damages from the hotel, except in cases of intentional or grossly negligent behavior on part of the hotel.

§5 Rescission by the event organizer (cancellation)

1. The event organizer may rescind the contract eight weeks prior to the function. In the event of rescission by the event organizer, the hotel is entitled to charge the agreed rent if further rental is no longer possible.
2. If the event organizer cancels between the eighth and fourth week prior to the date of the event, the hotel is entitled to charge – in addition to the agreed rent – 35 percent of lost food sales (70 percent of lost food sales for any later cancellation)
3. Food sales are calculated using the following formula: menu price banquet times the number of persons. If no price had yet been agreed for the menu, the least expensive and comparable menu in the current set of event offerings is used.
4. If rooms were booked, the hotel's flat rescission compensation will be the following:
 - a.) From contingents till 20 rooms, several rooms can be cancelled free of charge until 2 weeks before arrival date.
 - b.) From contingents from 20 rooms onwards, several rooms can be cancelled rooms free of charge until 4 weeks before arrival date.Accordingly the hotel reserves the rights to charge 90% of the room rental in case the room can't be sold anymore.
5. This is taken to cover expenses which are saved by items (2) and (3) above. The event organizer and the hotel reserve the right to prove lower or higher actual damages, respectively.

§6 Changes in number of participants and time of event

1. If the number of participants changes by more than five percent, the banquet department must be informed at least five business days before the start of the event. Such change must be approved by the hotel.
2. If there is an upward change, charges will reflect the actual number of participants.
3. If the number of participants changes by more than ten percent, the hotel is entitled to reset the agreed prices and to exchange the confirmed room reservations unless this is unacceptable to the event organizer.
4. If the event's agreed starting or ending times change without the hotel's prior written consent, the hotel may charge for the added cost of stand-by-service, unless the hotel bears blame.
5. A night supplement applies for events lasting longer than midnight.

§7 Bringing food and beverage

The event organizer may not bring food and beverages to events. Exceptions must be agreed in writing with the banqueting department. In such cases a charge will be made to cover overhead expenses.

§8 Technical facilities and connections

1. To the extent the hotel obtains technical and other facilities or equipment from third parties for the event organizer at the event organizer's request, it does on behalf, by authority, and on the account of the event organizer. The event organizer is responsible for the careful handling and proper return of the equipment. The organizer releases the hotel from all third party claims arising from the provision of the facilities or equipment.
2. Written consent is required for using the event organizer's electrical systems on the hotel's electrical circuit. The event organizer is liable for malfunctions of or damage to the hotel's technical facilities caused by using such equipment, to the extent the hotel is not at fault. The hotel may charge a flat fee for electricity costs incurred through such usage.
3. The event organizer is entitled to use own telephone, telefax and data transfer equipment with the hotel's consent. The hotel may charge a connection fee
4. If suitable equipment of the hotels goes unused because the event organizer'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.

§9 GEMA

1. For events with GEMA notifiable entertainment the hotel only officiate as a negotiator. The GEMA declaration has to be done by the organizer, alternatively by the entertainer himself. By forbearance the organizer applies completely and exclusively.

§10 Loss or damage to property brought in

1. Objects for exhibit or other items including personal property brought into the event rooms/hotel are there at risk of the event organizer. The hotel assumes no liability for loss, destruction or damage to or of such objects, excepting cases of gross negligence or intent on the part of the hotel.
2. Decorations brought in must conform to the fire code. The hotel is entitled to require official evidence thereof. 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 event organizer fails to do so, the hotel may remove and store them at the event organizer's expense. If the objects remain in the room used for the event, the hotel may charge rent for the period they remain there. The event organizer and the hotel reserve the right to prove lower or higher actual damages, respectively.

§11 Event organizer's liability for damage.

1. The event organizer is liable for all damage to building or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the event organizer and the event organizer himself or herself
2. The hotel may require the event organizer to provide reasonable security (e.g. insurance, security deposits, sureties).

§12 Final provisions

1. Changes or supplementments to the contract, the application acceptance, or these Terms and Conditions for Events and Hotel Accommodation Contracts should be made in written. Unilateral changes and supplementments by the event organizer 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 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, section 38, subsection 1, and does not maintain a general domestic venue, the courts at the location of the hotel's registered office have exclusive jurisdiction.
4. The contract is governed by and construed in accordance with German Law.
5. Should individual provisions of these General Terms and Conditions for Events and Hotel Accommodation Contracts be invalid or void, the validity of the remaining provisions remains unaffected hereby. Moreover, the statutory provisions apply