General business terms and conditions for events

1. Area of application
1.1. These general business terms and conditions apply to contracts on the provision for rental use of conference, banqueting and function rooms in the hotel to conduct events such as banquets, seminars, conferences, exhibitions and presentations etc. and to all other services and supplies provided to the customer by the hotel in this connection.
1.2. The subletting or reletting of the rooms, spaces and showcases provided, and extending invitations to attend interviews, sales or similar events is subject to the prior consent of the hotel in text form, whereby the right to terminate pursuant to section 540 [1] sentence 2 of the german civil code [BGB] is excluded.
1.3. General business terms and conditions of the customer shall only be applicable if this has been explicitly agreed in text form.

2. Concluding the contract, contracting parties, liability
2.1. The hotel and the customer are the parties to the contract. The contract is concluded by acceptance by the hotel of application made by the customer. The hotel can confirm the event booking in text form at its discretion.
2.2. The hotel is liable for damage which it is accountable for resulting from injury to life, body or health. It is further liable for other damage which is based on an intentional or grossly negligent breach of duty of the hotel and/or on an intentional or negligent breach of duties of the hotel typical of the type of contract. Duties typical of the type of contract are those duties which enable the proper execution of the contract altogether and which the customer relies on being performed and is able to rely on being performed. A breach of duty of a statutory representative or person engaged in performance of an obligation of the is equivalent to a breach of duty of the hotel. More farreaching claims for damages are excluded unless otherwise provided for in section 9. If there should be any disruptions or deficiencies in the services of the hotel, the hotel shall endeavor to remedy this when it has knowledge thereof or upon a complaint being made without undue delay by the customer. The customer is obliged to contribute what it can be reasonably expected to contribute in order to remedy the disruption and minimize possible damage. In all other respects the customer is obliged to notify the hotel in good time of the possibility of an exceptionally large amount of damage occurring.

3. Services, prices, payment, off set
3.1. The hotel is obliged to render the services ordered by the customer and agreed by the hotel.
3.2. The customer is obliged to pay the hotel's prices that are applicable or agreed for these and other services used. This also applies to services ordered by the customer either directly or through the hotel which are performed by third parties and paid for in advance by the hotel. This also applies, in particular, to claims by copyright collecting societies.
3.3. If a minimum amount of turnover has been agreed and is not achieved, the hotel may demand 60% of the difference as lost profit, unless the customer can demonstrate that less damage was incurred or the hotel can demonstrate that greater damage was incurred.
3.4. The prices agreed include the taxes applicable at the time when the contract is concluded. In the event of changes to the statutory value added tax or the introduction, amendment or abolition of local taxes on the subject matter after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this only applies if the period between conclusion and fulfilment of the contract exceeds four months.
3.5. If payment by invoice is agreed, payment shall be made within ten days of receipt of the invoice without any deductions being made, unless otherwise agreed.
3.6. When the contract is entered into, the hotel has the right to request a reasonable advance payment or security from the customer, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in the contract in text form. The provisions of statute shall apply in the event of late payment by the customer.
3.7. In justified cases, for example if the customer is in arrears in payment or if the scope of the contract is extended, the hotel has the right to demand, even after the contract has been concluded up until the time when the event commences, advance payment or security as set out in subsection 3.6. above or an increase in the amount of the advance payment or security agreed in the contract, up to the full amount of the remuneration agreed.
3.8. The customer may only offset or net out an undisputed claim or a claim established by final and absolute court decision against a claim of the hotel.
3.9. The customer is in agreement with the invoice being sent to the customer by electronic transmission.

4. Revocation by the customer [countermand, cancellation]
4.1. It is only possible for the contract concluded with the hotel to be unilaterally dissolved free of charge by the customer if a right to revoke the contract free of charge has been explicitly agreed in the contract or if there is a statutory right to dissolution of the contract free of charge.
4.2. If the hotel and the customer have agreed upon a deadline for revocation of the contract free of charge, the customer may revoke the contract up until that date without triggering any claims for payment or damages by the hotel. The customer's revocation right expires if the customer does not exercise this right vis-à-vis the hotel in text form by the agreed deadline.
4.3. If no revocation right has been agreed or if it has already expired, and if there is no statutory right of revocation or termination either, then the hotel retains its entitlement to the remuneration agreed although the service was not used. The hotel shall offset the income from other letting and saved expenditures. In this connection, a flat rate can be applied for expenditures respectively saved; this amounts to 10% for individually itemized rental prices, otherwise the flat rate is subject to the regulations set forth in subclauses 4.4, 4.5 and 4.6 hereinabove. The customer may, at his/her/its option, demonstrate that the claim did not arise or not in the amount claimed. The hotel may, at its option, demonstrate that the payable amount is higher.
4.4. If the customer revokes the contract 60 days or less before the date of the event, the hotel has the right to charge, in addition to the rental price agreed [less possible income or saved expenditures pursuant to subclause 4.3, sentence 2 above], 35% of the lost revenue on food and beverage consumption, in the event of revocation 30 days or less before the event, the percentage is 60% and in the event of revocation 10 days or less before the date of the event the percentage is 85%. In the case of events lasting several days, the first day of the event is decisive for calculating the deadline, i. e. the relevant period. The customer may, at his/her/its option, demonstrate that the claim did not arise or at a lower amount. The hotel may, at its option, prove that the outstanding amount is higher.
4.5. The revenue on food and beverage consumption is calculated in accordance with the following formula: agreed menu price plus beverages x number of participants. If no price had yet been agreed for the menu, it shall be based on the most economical three course menu in the applicable event offer. Beverages are calculated at one third of the menu price.
4.6. If a flat rate conference fee has been agreed per participant, in the event of cancellation 60 days or less before the date of the event, the hotel has the right to charge 60%, in the event of cancellation 30 days or less prior to the event, to charge 75%, and 10 days or less prior to the date of the event, to charge 85% of the flat rate conference fee multiplied by the agreed number of participants. If the events are for several days, the first day of the event shall be taken to calculate the relevant period. The customer is at liberty to demonstrate that the claim did not arise or not in the amount claimed. The hotel is at liberty to demonstrate that a higher claim arose.

5. Revocation by the hotel
5.1. If it has been agreed that the customer may revoke the contract free of charge within a certain period, then the hotel has, for its part, the right to revoke the contract within this period if inquiries are made by other customers relating to the contractually reserved event rooms and if the customer does not waive its revocation right after a request is made by the hotel and a reasonable time period set. This shall apply accordingly if the customer has been granted an option and if other inquiries are made and the customer is not prepared to make a firm booking after a request is made by the hotel and a reasonable time period set.
5.2. The hotel also has the right to revoke the contract if an advance payment or security agreed or required in accordance with subsection 3.6. and/or subsection 3.7. has not been paid after an appropriate period of grace set by the hotel has expired.
5.3. Further, the hotel has the right, for an objectively legitimate reason, to revoke the contract for extraordinary grounds, in particular in the event of:
- force majeure or other circumstances for which the hotel is not responsible, which render performance of the contract impossible;
- events or rooms being reserved by culpably providing material facts that are wrong or misleading or by failing to provide material facts; in this context the term material can mean the identity of the customer, the customers ability to pay or the purpose of the residence;
- the hotel having reasonable grounds to assume that the event can jeopardize the smooth running of the business, the safety or public reputation of the hotel, without this being attributable to the area of responsibility or organization of the hotel;
- the purpose of or the reason for the event being in violation of the law;
- a breach of subsection 1.2.

5.4. Revocation by the hotel that is justified does not give the customer the right to claim damages. If, in the event of revocation under subsection 5.2. or 5.3. above, the hotel has a claim for damages against the customer, the hotel can claim this as a flat rate. In this case, subsections 4.3. to 4.6. shall apply accordingly.

6. Changing the number of participants and the time period of the event
6.1. The hotel must be notified at least five working days prior to commencement of the event if the number of participants is increased by more than 5%; the consent of the hotel is required for this which shall be given in text form. The invoice shall be based on the actual number of participants, at least, however, on 95% of the higher number of participants agreed. If the actual number of participants is lower, the customer has the right to reduce the price agreed by the amount of the expenditures additionally saved due to the lower number of participants, which amount shall be demonstrated by the customer.
6.2. The hotel shall be notified in good time, no later than five working days prior to commencement of the event, of a reduction of over 5% in the number of participants. Invoice shall be based on the actual number of participants, at least, however, on 95% of the number of participants ultimately agreed. Subsection 6.1., sentence 3 shall apply accordingly.
6.3. If the number of participants is reduced by over 10%, the hotel shall be entitled to exchange the rooms confirmed, taking account of a possible difference in the rental price of the rooms, unless the customer cannot be reasonably expected to accept this.
6.4. If the agreed starting or ending times of the event are changed and the hotel agrees to such deviations, the hotel may charge appropriately for the provision of additional service availability, unless the hotel is at fault.

7. Bringing food and beverages to the event
7.1. The customer may not bring food and beverages to events in principle. Any exceptions to this must be agreed in a contract with the hotel in text form. In such cases a reasonable amount shall be charged to cover overhead costs.

8. Technical devices, connections and other equipment
8.1. If the hotel procures technical devices, connections and/or other equipment from third parties for the customer at the customers request, then the hotel acts in the name of, with power of attorney for and for the account of the customer. The customer is liable for the careful handling and proper return thereof. The customer shall indemnify the hotel from and against all third party claims ensuing from the provision thereof.
8.2. The use by the customer of its own electrical equipment which uses the hotel's electricity supply requires the consent of the hotel. Any damage to or malfunctions in the technical equipment of the hotel caused by the use of this equipment shall be borne by the customer, insofar as the hotel is not accountable for this. The hotel may calculate and charge a flat rate for the electricity costs incurred through such use.
8.3. The customer is entitled, subject to consent by the hotel, to use its own telephone, telefax and data transmission equipment. The hotel may charge a connection fee for this.
8.4. Any official permissions required for the event shall be procured by the customer itself in good time at its own expense. The customer is obliged to comply with all public law regulations and other requirements.
8.5. The customer is responsible itself for handling the formalities and accounts necessary for procedures relevant under copyright law [e.g. music performance, film presentation, streaming services] with responsible institutions [e.g. GEMA German society for musical performing and mechanical reproduction rights].
8.6. Malfunctions in technical or other equipment provided by the hotel will be remedied promptly whenever possible. Payments may not be withheld or reduced insofar as the hotel is not accountable for such malfunctions.

9. Loss of or damage to items of property brought to the premises
9.1. Exhibition or other items, including personal property, brought with the customer are located in the event rooms and/or in the hotel at the risk of the customer. The hotel does not assume any liability for the loss, destruction or damage to or of such items, or for pecuniary damage, except in the event of gross negligence or intent by the hotel. Damage ensuing from injury to life, body or health is excluded from this. In addition, all cases where, due to the circumstances of the individual case, the safekeeping constitutes a duty typical of the type of contract are excluded from this exclusion of liability.
9.2. Decoration material and other items brought with the customer and the use thereof must comply with technical fire protection requirements and official regulations. The hotel is entitled to demand official proof of this. If no such proof is provided, the hotel shall be entitled to remove, at the customers expense, any material that has been already brought in. Due to the possibility of damage, the erection and affixing of items shall be agreed with the hotel in advance.
9.3. Exhibition and/or other items brought with the customer shall be removed without undue delay after the end of the event. If the customer fails to do so, the hotel may remove and store the items at the customers expense. If the items are left in the event room, the hotel may charge adequate usage compensation for the period of time in which it is deprived of use of the room.

10. The customer liability for damage
10.1. If the customer is an entrepreneur, the customer is liable for all damage to the building and to the inventory which is caused by the event's participants and/or visitors, employees, other third parties from its area of responsibility or by the customer itself.
10.2. The hotel may demand that the customer provide reasonable security, for example in the form of a credit card guarantee.

11. Final provisions
11.1. Alterations and supplements to the contract, to acceptance of the application and to these general business terms and conditions shall be made in text form. Unilateral changes or supplements are ineffective.
11.2. If the customer is a merchant or public law legal entity, the courts of the location of the hotel or the registered office of the hotel operating company have exclusive jurisdiction and venue. The hotel can, however, at its election, also bring legal action against the customer at the place of the customer's registered office. This also applies to customers not covered by sentence 1 above if they do not have their registered office or place of residence in an European Union member state.
11.3. German law shall apply. The application of the UN convention on contracts for the international sale of goods is excluded.
11.4. The hotel is neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board.