

# General Terms and Conditions for Events

## 1 SCOPE OF APPLICATION

1.1 These Terms and Conditions apply to contracts pertaining to the rental use of the hotel's conference, banquet, and function rooms for the purpose of holding events such as banquets, seminars, conferences, exhibitions, and presentations etc., as well as all other goods and services rendered to the client by the hotel.

1.2 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 interviews, sales promotions, or similar events, where § 540 para. 1 sentence 2 of the German Civil Code (BGB) is waived as long as the client is not a consumer.

1.3 The client's general terms and conditions shall apply only where agreed in advance.

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

2.1 The contracting parties are the hotel and the client. The contract is concluded upon acceptance of the client's application by the hotel. The hotel may confirm the booking of the event in written form.

2.2 The hotel shall be liable for damages attributable to it in respect of loss of life, physical injury, or damage to health. Furthermore, it is liable for other damage caused with full intent or gross negligence, or due to intentional or grossly negligent violation of obligations typical for the contract. A breach of obligation on the part of the hotel is deemed to be equivalent to a breach by a statutory representative or vicarious agent. All other claims for damages are excluded unless otherwise stipulated in section 9. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection by the client made without undue delay. The client shall undertake actions deemed reasonable for him in order to eliminate the disruption and to keep any possible damage to a minimum. The client is also obligated to inform the hotel immediately of the possibility of significant damage occurring.

2.3 All claims against the hotel shall lapse after one year from the commencement of the limitation period. This shall not apply to claims for damages or to other claims if these latter claims are based on deliberate or gross neglect of duty by the hotel.

## 3 SERVICES, PRICES, PAYMENT, SET-OFF

3.1 The hotel is obligated to render those services ordered by the client and agreed by the hotel.

3.2 The client is obligated to pay the agreed or applicable hotel prices for these and other services provided. This also applies to services ordered by the client directly or via the hotel, which a third party provides and the hotel disburses. In particular, this also applies to claims of copyright collectives.

3.3 The agreed prices include all taxes applicable at the time the contract was concluded. If the statutory value added tax is changed or if there is a new introduction, change, or abolishment of local taxes relating to the rooms/services after the conclusion of the contract, the prices will be adjusted accordingly. For contracts concluded with consumers, this only applies if four months have passed between the conclusion and fulfilment of the contract.

3.4 Hotel invoices not stating a due date are payable immediately without deduction upon receipt of the invoice. The hotel may demand immediate payment of due debt from the client at any time. The statutory regulations shall apply if the client defaults in payment. The burden of proof of greater damage lies with the hotel.

3.5 The hotel is entitled to demand a reasonable advance payment or a security, for example a credit card guarantee, from the client upon conclusion of the contract. The amount of the advance payment and the payment dates can be agreed in written form in the contract. The statutory regulations shall apply if the client defaults in payment.

3.6 In justified cases, for example the client's default in payment or the expansion of the contractual scope, the hotel shall be entitled, including after the conclusion of the contract up to the commencement of the event, to demand an advance payment or a security within the meaning of section 3.5 specified above or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration.

3.7 The client may only set off or reduce a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

## 4 WITHDRAWAL BY THE CLIENT (CANCELLATION, ANNULMENT)

4.1 The client may only withdraw from the contract concluded with the hotel if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of withdrawal exists, or if the hotel gives its explicit consent to the withdrawal. The agreement of a right of withdrawal as well as the consent to withdrawal from the contract shall be in written form.

4.2 Insofar as the hotel and client have agreed upon a date for the cost-free withdrawal from the contract, the client may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The client's right of withdrawal shall expire if he does not exercise his right of withdrawal vis-à-vis the hotel by the agreed date.

4.3 If a contractual right of withdrawal has not been agreed or has already expired, no statutory right of withdrawal or cancellation exists, and the hotel does not give its consent to the cancellation of the contract, then the hotel shall be entitled to the agreed compensation. The client is entitled to prove that the aforementioned claim did not arise or that it did not arise to the amount demanded. The hotel is entitled to show that a higher claim has arisen.

## 5 WITHDRAWAL BY THE HOTEL

5.1 Insofar as it has been agreed that the client can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time if booking enquiries from other clients regarding the contractually reserved function rooms are received

and the client, upon enquiry thereof by the hotel with a reasonable deadline set, does not waive his right of withdrawal.

5.2 If an advance payment or security agreed or demanded pursuant to sections 3.5 and/or 3.6 is not made even after a reasonable grace period set by the hotel has expired, then the hotel shall likewise be entitled to withdraw from the contract.

5.3 Moreover, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if:

- force majeure or other circumstances beyond the hotel's control render the fulfilment of the contract impossible;
- events or spaces are reserved with culpably misleading or false information or concealment regarding essential facts. The identity or solvency of the client or the purpose of his stay can constitute essential facts;
- the hotel has justified cause to believe that the event might jeopardise the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organisation;
- the purpose or the cause of the event is illegal;
- there is a breach of section 1.2.

5.4 The justified withdrawal by the hotel does not constitute a claim for damages on the part of the client.

## 6 CHANGES TO NUMBER OF PARTICIPANTS AND TIME OF EVENT

6.1 An increase in the number of participants by more than 5% must be communicated to the hotel no later than five working days before the commencement of the event; the hotel must give its consent in writing. The invoice is calculated taking into account the actual number of participants; it is based however on at least 95 % of the agreed higher number of participants. If the actual number of participants is lower, the client has the right to reduce the agreed price by the expenses saved—to be proven by him—due to the lower number of participants.

6.2 A reduction in the number of participants by more than 5% should be communicated to the hotel at an early stage, but no later than five working days before the commencement of the event. The invoice is calculated taking into account the actual number of participants; it is based however on at least 95 % of the final number of participants agreed. Section 6.1 sentence 3 applies accordingly.

6.3 If the number of participants changes by more than 10 %, the hotel shall be entitled to exchange the confirmed room reservations (taking into account the potentially different room rental costs), unless this is deemed unreasonable to the client.

6.4 If the event's agreed start or finish times change and the hotel agrees to such changes, the hotel may reasonably charge for the added cost of stand-by service, unless the hotel is at fault.

## 7 BRINGING FOOD AND DRINKS

As a rule, the client may not bring food or beverages to events. Exceptions must be agreed with the hotel. In such cases, a contribution will be calculated to cover overhead expenses.

## 8 TECHNICAL EQUIPMENT AND CONNECTIONS

8.1 To the extent the hotel obtains technical and other equipment from third parties for the client at the client's request, it does so in the name of, with legal authority, and on the account of the client. The client is liable for the careful handling and proper return of the equipment. The client shall indemnify the hotel against all third-party claims arising from the provision of this equipment.

8.2 Consent is required for the use of the client's electrical systems on the hotel's electrical circuit. The client 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.

8.3 The client is entitled to use his own telephone, fax, and data transfer equipment with the hotel's consent. The hotel may charge a connection fee.

8.4 If suitable equipment owned by the hotel remains unused because the client's own equipment is connected, a charge may be made for lost revenue.

8.5 Malfunctions of technical or other equipment provided by the hotel will be remedied promptly where possible. To the extent that the hotel is not responsible for such malfunctions, payment may not be withheld or reduced.

## 9 LOSS OF OR DAMAGE TO PROPERTY BROUGHT IN BY CLIENT

9.1 The client shall bear the risk of damage to or loss of objects on exhibit or other items including personal property brought into the function rooms or hotel. The hotel assumes no liability for the loss/destruction of or damage to such objects, nor for the damage of property, with the exception of cases of gross negligence or intent on the part of the hotel. Cases of damage caused as a result of harm inflicted on life, limb, and physical health are excluded. Also excluded from this liability disclaimer are individual cases in which safe custody represents a contractually-typical obligation.

9.2 Decorations brought in by the client must meet the fire protection requirements. The hotel is entitled to demand 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 client. Due to the possibility of damage, the hotel must be notified before objects are assembled or installed.

9.3 Objects on exhibit and other items must be removed immediately following the end of the event. If the client fails to do so, the hotel may remove and store such at the client's expense. If the objects remain in the function room, the hotel may charge reasonable compensation for use while the room may not be otherwise used.

## 10 CLIENT'S LIABILITY FOR DAMAGE

10.1 Insofar as the client is a business person, he 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 client, or the client himself.

10.2 The hotel may request that the client provide reasonable security, such as a credit card guarantee.

## 11 FINAL PROVISIONS

11.1 Amendments and additions to the contract, to the confirmation of an order, or to these General Terms and Conditions must be made in writing. Unilateral amendments or additions by the client are invalid.

11.2 The place of fulfilment, payment, and exclusive court of jurisdiction in commercial transactions, including for disputes involving cheques and bills of exchange, is Cologne. Insofar as a contracting party fulfils the requirements of section § 38 (2) of the German Code of Civil Procedure (ZPO) and does not have a place of general jurisdiction within the country, the courts in Cologne shall apply.

11.3 German law applies. The application of UN Sales Law and Conflict Law is excluded.

11.4 Should individual provisions of these General Terms and Conditions for events be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. Otherwise, the legal provisions shall apply.

(Date: June 2023)