

General Terms and Conditions for Holding Events in German hotels within the Dorint hotel group

I. Scope

1. These Terms and Conditions apply to contracts for the letting of conference, banqueting and event rooms in the respective Dorint hotel for the purposes of holding events such as banquets, seminars, meetings, etc. and to all further related services and consignments (hereinafter referred to throughout as "services") provided by the Hotel (hereinafter referred to as "the Hotel").
2. The sub-contracting or re-hire of rooms, spaces or display cabinets provided and invitations to job interviews, sales or similar events require the prior written approval of the Hotel, whereby Article 540 paragraph 1 clause 2 of the German Civil Code (BGB) shall be waived.
3. The customer's own Terms and Conditions shall only apply if this has previously been expressly agreed in writing.
4. For the purpose of these Terms and Conditions, customers are consumers and/or entrepreneurs as described in Articles 13 and 14 of the German Civil Code.

II. Contract agreement, contracting parties; liability and limitations

1. The contract becomes valid when the Hotel accepts the customer's application. If the Hotel makes the customer a firm offer, then the contract takes effect from the customer's acceptance of the Hotel's offer. In either case it is open to the Hotel to confirm the contractual agreement in writing.
2. The contracting parties are the Hotel and the customer. If the customer / person placing the order is not the event organiser, or if a commercial agent or organiser is engaged as event organiser, then the event organiser is jointly liable with the customer for all obligations arising from this contract, provided that the Hotel is given a declaration to this effect by the customer or the event organiser.
3. Dorint – and its vicarious agents – shall be responsible in accordance with statutory provisions for damages arising from intent or gross negligence. The same shall apply for damages caused by negligence and arising from damage to life, limb or health. In the case of material and financial damages caused by negligence, Dorint and its vicarious agents shall only be liable if and when a fundamental contractual duty has been breached, however such liability shall be limited to foreseeable and contractually typical damages; fundamental contractual duties being such, the fulfilment of which is substantial to the contract, and on which the customer may depend. Should any faults or shortcomings arise in the services provided by the Hotel, the Hotel will make every effort to correct this if the customer has brought these to its attention or made his objections promptly known. The customer is obliged to make reasonable effort to rectify any fault or minimise any possible loss or damage, and to bring any faults or damage immediately to the Hotel's attention.
4. Any claims made by the customer or a third party against the Hotel shall lapse 1 year after their declaration which initiates the normal limitation period in accordance with Article 199 paragraph 1 of the German Civil Code. Claims for compensation against the Hotel lapse at the latest after a term of 3 years from the dereliction of duty, dependent on the time of cognisance, and after a term of 10 years from the dereliction of duty, irrespective of the time of cognisance. These limitations do not apply ...
 - in the event of claims arising from intent or gross negligence on the part of the Hotel and/or its vicarious agents.
 - in the event of damages caused by negligence and arising from damage to life, limb or health.

In the event of material and financial damages caused by negligence, these limitation restrictions shall not apply in cases where a fundamental contractual duty has been breached. Fundamental contractual duties are duties, the fulfilment of which is substantial to the contract, and on which the customer may depend.

III. Services, tariffs, payment, offsetting

1. The Hotel is obliged to provide the services that the customer has ordered and to which it has agreed.
2. The customer is obliged to pay the agreed or regular Hotel prices for these and any further services made use of. This also applies to services and expenses that he requests the Hotel to make over against third parties, especially for the requirements of copyright societies.
3. The agreed prices shall be understood to include tax at the rates applicable at the time the contract was agreed. In the event of an increase, subsequent to the contract agreement, in the statutory rate of turnover tax or the new introduction, alteration or repeal of local taxes or duties relating to the subject of the agreement, then the contractually agreed price may also be increased proportionately, but only by a maximum of 5%. In cases of contracts with consumers, this shall only apply should the period between the agreement of the contract and its fulfilment exceed 4 months.
4. Hotel invoices without a payment date are payable in full within 10 calendar days of receipt. The Hotel is entitled to demand payments outstanding at any time, and to require immediate payment. In the event of delay in payment, the Hotel is entitled to demand the appropriate legal late payment interest of 9% above the current basic interest rate or 5% above the basic interest rate in the case of legal transactions involving a consumer. Furthermore, the Hotel is entitled to charge a fee of EUR 5.00 for every reminder of payment arrears that it sends. The Hotel reserves the right to provide evidence of entitlement to a higher claim to damages.
5. The Hotel is entitled to require an appropriate advance payment at any time. The amount of prepayment and the dates of payment may be agreed in writing in the contract.
6. The customer can only offset or reduce the Hotel's payment demands by means of an unchallenged legal claim.

IV. Withdrawal of the customer (counter-order or cancellation) / failure to make use of the Hotel's services (no show)

1. The customer's withdrawal from a contract agreed with the Hotel is only possible if such right of withdrawal is expressly agreed in the contract, if some other statutory right of withdrawal applies, or if the Hotel expressly agrees to the cancellation of the contract. The agreement of a right to withdrawal and any such agreement to the cancellation of the contract each require to be submitted in writing.
2. Provided that a date for withdrawal from the contract without penalty has been agreed in writing between the customer and the Hotel, the customer may withdraw from the contract without penalty up to this date, without the Hotel making any claim for payment or compensation. The customer's right to withdrawal is extinguished if he does not exercise his right to withdraw vis-à-vis the Hotel by the agreed date.
3. If a right of withdrawal has not been agreed or has already expired, then no statutory right of withdrawal or cancellation shall be deemed to apply, and should the Hotel not agree to cancellation of the agreement, then the Hotel retains the right to claim the agreed payment even if the services have not been utilised. The Hotel is obliged to balance against its claim income from other rental made of the rooms and from expenses saved. The respective expenses thereby saved can be charged at a flat or percentage rate in terms of IV. paragraphs 4, 5 and 6 below. The customer is entitled to provide evidence that such claims have not arisen or are unjustifiably high. The Hotel is entitled to provide evidence that a higher claim has arisen.
4. Should the customer withdraw between the 8th and the 4th week before the event, the Hotel is entitled to invoice for 35% for lost catering revenue in addition to the hire charge, and to invoice for 70% of the lost catering revenue if the customer withdraws later than this.
5. The catering revenue shall be calculated using the formula: agreed menu price x number of participants. If no price for the menu had been agreed, then this shall be based upon the most economically priced 3-course menu available for such events.
6. If a flat rate attendance fee for each participant was agreed, then the Hotel is entitled to invoice at the rate of 60% of the flat rate attendance fee x the number of participants for withdrawal between the 8th and the 4th week before the date of the event, and at 85% for a later withdrawal.

V. Withdrawal by the Hotel

1. Provided that the customer's right to withdraw without penalty within a particular time period has been agreed in writing, the Hotel is also for its part entitled to withdraw without penalty within this time period if applications from other customers for the event rooms reserved under contract are to hand, and the customer does not waive his right to withdraw within an appropriate set deadline when contacted by the Hotel.

2. The Hotel is also entitled to withdraw from the contract if an advance payment as agreed or as demanded in accordance with III. paragraph 5 is not made, even after an appropriate period of grace set by the Hotel has elapsed.
3. Furthermore, the Hotel is entitled to withdraw from the contract given materially justified cause, especially in the event that ...
 - an act of God or other circumstances beyond the control of the Hotel make the fulfilment of the contract impossible;
 - events are booked giving a misleading or a false description of essential facts relating to them (e.g. in respect of the customer or the purpose);
 - the Hotel has good grounds for supposing that the event might jeopardise the smooth running of the Hotel's operations, or the safety or the reputation of the Hotel in the public eye in a way that is beyond the control or scope of the Hotel's organisation;
 - there is any breach of I. paragraph 2;
 - the purpose and/or the occasion of the event is in contravention of the law.
4. If the Hotel justifiably withdraws, the customer shall have no claim for compensation.

VI. Changes to the number of participants and the timing of the event

1. Any change to the numbers of participants that exceeds 5% must be notified to the Hotel at least 5 working days before the beginning of the event; this requires the Hotel's approval in writing.
2. A reduction in the number of participants by the customer up to a maximum of 5% shall be recognised by the Hotel when invoicing. Any greater variations shall be based on the originally agreed number of participants less 5%. The customer has the right to reduce the agreed price if he can provide detailed evidence of expenses saved based on the smaller number of participants.
3. If there are variations in numbers upwards, the actual number of participants will be invoiced.
4. If numbers of participants vary upwards or downwards by more than 10%, the Hotel is unilaterally entitled to recalculate the agreed price and to change the rooms confirmed, unless this is, in any given case, unacceptable to the customer.
5. Should the agreed times for the beginning and end of the event be adjusted, and should the Hotel agree to these variations, then the Hotel may make an appropriate charge for its willingness to provide additional services unless the Hotel is to blame for this.

VII. Bringing in food and drink

1. In principle, the customer may not bring food and drink into the events.
Exceptions require the Hotel's prior written agreement. In such cases, an appropriate contribution to cover general costs will be charged.

VIII. Technical equipment and connections

1. Insofar as the Hotel shall provide the technical or other devices / equipment of third parties for the customer at his instigation, it is acting in the name, on the authority and for the account of the customer. The customer is responsible for handling equipment carefully and returning it safely. He shall comprehensively exempt the Hotel from any claims made by third parties arising from allowing them to use these devices / this equipment.
2. The customer's use of his own electrical appliances with the Hotel's mains supply requires its prior written approval. Any faults or damage caused to the Hotel's technical equipment through the use of these appliances shall be charged to the customer, insofar as the Hotel cannot be held responsible for these.
The Hotel may issue or levy a fixed charge for the cost of the electricity consumed.
3. With the prior written approval of the Hotel, the customer is entitled to use his own telephone, fax and data transmission devices. The Hotel may request an appropriate connection fee for this.
4. Should suitable devices / equipment owned by the Hotel remain unused because the customer is using his own appliances, then an appropriate lost-revenue charge may be invoiced.
5. Faults in technical or other devices that the Hotel makes available shall be remedied as quickly as possible. Payments may not be withheld or reduced if the Hotel is not responsible for these faults.

IX. Loss or damage to items brought into the Hotel

1. The customer brings exhibits or other articles (including personal possessions) into the event rooms or Hotel at his own risk. No power of disposition is granted to the customer. The Hotel shall accept no liability for loss, destruction or damage except where the Hotel has acted with gross negligence or malice aforethought. Damages arising from injury to life, limb or health constitute an exception hereto. Furthermore, all cases where the circumstances of the individual case cause the safe keeping to be a typical contractual obligation (upon which the customer may depend in terms of the contract) likewise constitute an exception hereto. Any display material brought into the Hotel must fully comply with fire regulations. The Hotel shall be entitled to request official proof of this. If such proof is not produced in good time, the Hotel shall be entitled to remove at the customer's expense any materials that he has already brought in. Each individual item set up and/or fitted must be individually previously agreed with the Hotel with respect to possible damage.
2. Exhibits or other items that are brought in must be immediately removed after the event. Should the customer fail to do this, the Hotel may charge the customer for removing and storing them. If articles are left behind in the event rooms in breach of the contract, the Hotel may charge compensation for loss of use for the period that they remain there. The customer is at liberty to provide evidence that such a claim has not arisen or is unjustifiably high. Moreover, the Hotel reserves the right to establish proof of and charge for a higher rate of compensation.

X. The customer's liability for damage

1. The customer shall be liable for any damage to or in the Hotel building that may be caused by event participants or visitors, by personnel, by other third parties associated with him or by himself. If the customer is an entrepreneur, he is liable independently of whether proof of blame is established by the Hotel; a consumer will only be liable if he is at fault.
2. The Hotel may at any time require the customer to produce appropriate guarantees (e.g. insurance, deposits, sureties, etc.).

XI. Final provisions

1. Any amendments or additions to this contract, the proposal acceptance or these General Terms and Conditions for Holding Events must be made in writing. Any unilateral alterations or additions by the customer shall be void.
2. Place of fulfilment, place of payment, and the sole court of jurisdiction for commercial transactions – including cheque and currency disputes – shall be Cologne. Insofar as a contracting party fulfils the requirements of Article 38 paragraph 2 of the Code of Civil Procedure (ZPO) and has no general place of jurisdiction within Germany, the Hotel's registered office shall act as the place of legal jurisdiction.
3. German law alone shall apply to this contract. The UN Sales Convention and conflict of law legislation are hereby precluded from applying.
4. In the event of individual provisions of these General Terms and Conditions for Holding Events being or becoming ineffective or void, the validity of the remaining provisions hereof shall in no way be affected. Otherwise, statutory provisions shall apply.