

Terms of Service for events

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1. Scope

- 1.1. These Terms and Conditions govern contracts for the rental of conference, banqueting and convention rooms for Events such as banquets, seminars, conferences, exhibitions and presentations, etc., and for all in this context for The customer provided other services and supplies of hotels.
- 1.2. The subletting or letting of rooms, areas or display cabinets and invitations to interviews, sales or similar events Require the prior consent of the hotel in writing, § 540 para. 1 sentence 2 BGB is waived if the customer is not a Consumer.
- 1.3. Terms of the customer shall apply only if these are previously expressly agreed in writing.



2. Contract, Parties, Liability, Statute of Limitations

- 2.1. Contractual partners are the hotel and the customer. The contract is concluded by the acceptance of the request Of the customer by the hotel. The hotel is at liberty to confirm the booking the event in text form.
- 2.2. The hotel shall be liable for damages from him from injury to life, limb or health. Furthermore, it is liable for other Damages which are based on an intentional or grossly negligent breach of obligation or on a deliberate or Negligent breach of typical contractual obligations of the hotel. A breach of obligation by a legal representative or Vicarious agent. Further compensation claims, unless otherwise provided for in paragraph 9, are excluded. Should Disruptions or defects in the performance of the hotel occur, the hotel will endeavor with knowledge or on Immediate complaint of the customer, to take remedial action. The customer is obligated to contribute reasonable To eliminate the disruption and to keep any possible damage. Moreover, the customer is obliged to duly notify the Hotel on the possibility that an unusually high damages.
- 2.3. All claims against the hotel shall lapse one year from the statutory limitation period. Damage claims shall be Knowledgeable dependent in five years, unless they are based on injury to life, limb, health or freedom. These Damage claims expire independent of knowledge in ten years. The limitation periods do not apply to claims which Are based on an intentional or grossly negligent breach of obligation.

3. Services, prices, payment, invoicing

- 3.1. The hotel is obligated to render the services ordered by the customer and confirmed by the hotel. The customer Has no right to be provided specific rooms and rooms. Should these promised in the order confirmation, but are Not available, the hotel is obliged to seek an equivalent substitute in the house or in other similar objects.
- 3.2. The customer is obligated to pay the agreed or applicable for these and other services utilized prices of hotels. This Also applies to direct or instructed about the hotel by the customer services that are provided by third parties and Incurred by the hotel. This applies in particular also for claims of copyright collecting societies.
- 3.3. The agreed prices include applicable at the time the contract taxes. With changes to the statutory sales tax or the Introduction, modification or abolition of local taxes on the subject of performance after the contract prices will be Adjusted accordingly. In contracts with consumers this applies only if the period between conclusion and Fulfillment of the contract exceeds four months.
- 3.4. Agency commissions are only provided for booked services. Additional, booked in the home services are not Commissionable. Services of external service providers (such. As framework or shuttles) are generally not Commissionable.
- 3.5. Hotel bills without a due date are within ten days from receipt of the invoice without deduction. The hotel may Demand immediate payment of overdue receivables at any time by the customer. In case of default the hotel is Entitled to demand the respectively applicable statutory default interest in the amount of currently 8% or, with Legal transactions with a consumer in the amount of 5% above the base rate. The hotel reserves the right to prove Higher damages.
- 3.6. The hotel is entitled to demand when the contract by the customer a reasonable advance payment or security, for Example in the form of a credit card guarantee. For events, from a contract value of 5,000.00 euros, an advance of 50% of the total price is always applicable. The amount of the advance payment and payment dates are agreed in The contract in writing.

- 3.7. In justified cases, for example, payment arrears of customers or expand the scope of the contract, The hotel is entitled, even after the contract an advance payment or security deposit within the meaning Of the above paragraph 3.5 or an increase of in the contract advance payment or security agreed to the full until The beginning of the event to demand compensation.
- 3.8. The customer may only offset undisputed or legally binding claim against a claim by the hotel or charge.

4. Cancellation by the customer (cancellation)

- 4.1. Cancellation by the customer of the contract concluded with the hotel contract is possible within certain time Limits, they are regulated as follows:
- to 46 days before the event is free
 - 45-21 days before the event 50% of the total price
 - 20-08 days before the event 80% of the total price
 - ab 07 days before the event 100% of the agreed total price
- 4.2. By 18.00 the day before the event or the date of arrival, the number of participants may be reduced free by Written cancellation by the organizer of individuals by up to 10% of the number of persons booked. Who will be Canceled only on day of arrival will be charged with 100% of the total price.
- 4.3. Insofar as the hotel and the customer a date for a cost-free cancellation agreed by the contract, the customer may Rescind the contract, without incurring payment or damage compensation claims by the hotel. The resignation of The customer expires if he does not exercise his cancellation right in front of the hotel by the agreed date.
- 4.4. Is a right of withdrawal is not agreed or already extinct, there is also no statutory rescission or termination right And wrong to the hotel contract is canceled, the hotel retains the right to the agreed remuneration, despite not Using the service. The hotel must credit the income from renting the rooms and the expenses saved. The Respective expenses saved can thereby be a flat rate set out in paragraphs 4.4, 4.5 and 4.6. The customer is free to Prove that the claim is not justified or not in the amount claimed. The hotel is free to prove that a higher claim Arose.
- 4.5. If a contingent of rooms contractually agreed, the hotel undertakes the agreed room to 6 weeks prior to the Event reproach for the purchaser. After that period, go the room without a further written notice to the Purchaser, In the free sale back. If the purchaser to the quota still want to access, the rooms are binding, with the cancellation Policy as described under 4.1. specify booked.

5. Withdrawal by the hotel

- 5.1. Insofar as it was agreed that the customer can withdraw within a specified period free from the contract, the hotel Is entitled for its part in this period, to withdraw from the contract if inquiries from other customers regarding the Contractually booked event rooms and upon inquiry of the hotel with a reasonable time limit not waived his right To withdraw.
- 5.2. The hotel is a pursuant to section 3.5 and / or Section not done 3.6 agreed or demanded advance payment or Security even after a reasonable grace set by the hotel, is also entitled to rescind the contract.

- 5.3. Furthermore, the hotel is entitled to extraordinary rescission of the contract for justifiable cause, Especially if; force majeure or other circumstances beyond the hotel not make the fulfillment of the Contract impossible; Events or rooms are booked culpably using misleading or false representation or concealment Of material facts; much can be the identity of the customer, the ability to pay or the purpose of residence; the Hotel has justified cause to believe that the event might jeopardize the smooth operation, security or reputation of The hotel in public, without being attributable to the management or organization of the hotel; the purpose or the Cause of the event is illegal; a breach of point 1.2 is present. 5.4 The authorized withdrawal of the hotel does not Establish the customer's claim for damages.

6. Change in the number of participants and the event time

- 6.1. An increase in the number of participants by more than 5% shall be given to the hotel at least five working days Before the event; it requires the hotel, which must take place in written form of consent.
- 6.2. Reducing the number of participants by more than 10% the hotel is entitled to the confirmed room to change Considering the possibly different room rental, unless that this is unacceptable to the customer.
- 6.3. The hotel Move the agreed starting or ending times of the event and the hotel agrees to such deviations, it can Provide additional motivation reasonably charge, unless the hotel is at fault.

7. Bringing food and beverages

- 7.1. The customer may not bring food or beverages to events in principle. Exceptions must be agreed with the hotel. In These cases, a contribution to cover the overhead costs are calculated.

8. Technical equipment and connections

- 8.1. If the hotel for the customer on his own initiative procures technical and other equipment from third parties, it Acts on behalf of, the authority of and on behalf of customers. The customer is liable for the careful handling and Proper return. He exempts the hotel from all claims of third parties arising from the provision of these facilities.
- 8.2. The use of own electrical equipment of the customer using the electricity network of the hotel requires his Consent. By using these devices problems and damages to the technical facilities of the hotel are at the expense of The customer, if the Hotel is not responsible for this. The use by the EU for electricity costs detect the hotel charge A flat fee.
- 8.3. The customer is entitled with the approval of the hotel to use own telephone, fax and data transmission Equipment. The hotel may charge a connection fee.
- 8.4. Stay by the own equipment is connected the customer unused suitable hotel equipment, a failure fee can be Charged.
- 8.5. Malfunctions of by the hotel technical or other equipment be remedied promptly whenever possible. Payments Cannot be withheld or reduced if the Hotel these disorders is not responsible.

9. Loss or damage Brought In

- 9.1. Any exhibition or other items, including personal items are on the customer's risk in the event rooms Or the hotel. The hotel assumes no liability, not even for financial losses, except for gross negligence or intent of The hotel for loss, destruction or damage. This does not include damage resulting from injury to life, limb or Health. Furthermore, all cases in which the safekeeping represents a typical contractual duty due to the Circumstances of the case, excluded from such disclaimer of liability.
- 9.2. Decorations brought in to meet the fire safety requirements. The hotel is entitled to demand official proof. If the Hotel is not such evidence, it is entitled to remove materials already brought in at the expense of the customer. Because of possible damage, the hanging and fixing of items must be agreed with the hotel.
- 9.3. Exhibit and other items must be removed immediately after the event. If the customer omits this, the hotel may Undertake the removal and storage at the expense of the customer. If the objects remain in the function room, the Hotel may charge a reasonable compensation for use for the duration of the withholding of the room.

10. Customer's liability for damages

- 10.1. If the customer is an entrepreneur, he is liable for all damage to buildings or furnishings caused by event Participants or visitors, employees, other third parties or field himself.
- 10.2. The hotel may request the provision of an appropriate security, for example in the form of a credit card guarantee, The customer.

11. Final declarations

- 11.1. Changes and additions to the contract, the acceptance of these General Terms and Conditions should be made in Writing. Unilateral changes or additions by the customer are invalid.
- 11.2. Performance and payment and exclusive jurisdiction - also for check and exchange-disputes - for commercial Transactions is Berlin. Insofar as a contracting party fulfills the requirements of § 38 paragraph has 2 ZPO and has No general jurisdiction in Germany, jurisdiction shall be Berlin.
- 11.3. German law applies. The application of the CISG and the conflict of laws is excluded.
- 11.4. Should any of these terms and conditions be invalid or void for events or, as the validity of the remaining Terms hall not be affected. In addition, the statutory provisions apply.

Berlin, 01.01.2015