

General Terms and Conditions for Events

I. Scope

1) These terms and conditions shall apply to contracts for the rent of the Hotel's conference, banquet and other convention rooms for events such as banquets, seminars, conferences, exhibitions, fairs etc. as well as all other associated goods and services furnished by the hotel to the Event Organiser.

2) The Hotel's prior written consent shall be required for any subletting or further renting of the rooms or other rental objects to other parties or for any use of the rooms for personal interviews, sales promotions or similar events. In any case, the Event Organiser shall be obligated to impose the general duties contained in the contract and/or in these General Terms and Conditions for Events on any third parties to whom the Event Organiser grants permission to use the rooms. He shall also inform any such parties of the general duties of care applicable within the scope of a lease including, without limitation, the duty to treat the rooms/rental objects with due care.

3) The Event Organiser's terms and conditions shall only apply if the parties have in advance agreed thereto in writing.

II. Defects, Liability, Statute of Limitations

1) In case of any defect or in impairment of the Hotel's goods or services, the Event Organiser shall make a complaint to the Hotel without undue delay so as to allow the Hotel to take remedial action as promptly as possible or to modify its goods and services so as to conform to the contract. To the extent that this is not possible on account of the nature of the defect or the impairment or for other compelling reasons, or if this cannot be reasonably expected from the Event Organiser, then a complaint must be made no later than upon return of the rooms to the Hotel. The Event Organiser shall reasonably assist in any remedial action and also otherwise in minimising any possible damage to the Event Organiser.

2) To the extent the Event Organiser makes use of the Hotel's garage or other parking facilities, whether or not against payment of a charge, such use shall not be deemed to be made within the contract but shall be the subject of a separate contractual relation with the operator of the garage or other parking facilities.

3) Otherwise, except with respect to the scope of typical performance under the contract, the Hotel's liability shall be limited to a liability for defects due to gross negligence or intent on the part of the Hotel. Without limiting the generality of the foregoing, this limitation shall also apply to claims based on a breach of promised qualities and fault in connection with the conclusion of the contract.

4) Any claims of the Event Organiser because of non-performance or mal-performance or any other liability of the Hotel shall be subject to a limitation period of six months from the date the event ends as agreed in the contract, unless a shorter limitation period is provided for by law.

III. Services, Prices, Payment, Staff

- 1) The Hotel shall be obligated to furnish the agreed services.
- 2) The Event Organiser shall pay the rates agreed between the parties or customarily charged by the Hotel for the agreed services or for any other goods or services furnished to the Event Organiser. The same shall apply to any goods and services (including ancillary services such as food and beverages, telephone etc.), which, on the basis of the contract, are used by accommodated persons and/or by participants of the event and/or visitors.
- 3) The agreed rates shall include value-added tax at the statutory rate as applicable from time to time. If the period between the conclusion of the contract and the date of commencement of the event exceeds four months and if the rate generally charged by the Hotel for the agreed services increases during such period, then the Hotel may adjust the agreed rate to a reasonable extent, but not exceeding 10 percent.
- 4) If the parties have agreed on a day delegate rate for the event, then this rate shall be payable for each day of the event and for each participant, unless it has been otherwise agreed between the parties.
- 5) Hotel bills without a due date shall be payable in full within ten days from receipt. In case the Hotel has granted the Event Organiser a payment term or any other form of credit and if the Event Organiser is defaulting with these payments or any other financial obligation owed to the Hotel, the Hotel shall be entitled to revoke the granting of any payment term and/or any other form of credit and to accelerate any amounts outstanding. In case of default in payment the Hotel shall be entitled to charge interest at a rate of 8% p.a. The Event Organiser and the Hotel shall have the right to prove a lower or higher damage, as the case may be.
- 6) The Event Organiser shall have no right of retention or setoff except against a counterclaim which is undisputed or which has been finally adjudicated.

IV. Withdrawal by the Hotel

- 1) If and to the extent that the Event Organiser has failed to make an agreed advance payment even after the Hotel has granted a reasonable grace period and has threatened to reject performance by the Event Organiser, then, after expiry of such grace period without payment having been made by the Event Organiser, the Hotel shall, at its option, be entitled to either withdraw from the contract or to claim damages for non-performance. For the calculation of damages Clause V.2) shall apply mutatis mutandis.
- 2) Furthermore, the Hotel shall be entitled to withdraw from the contract for materially justifiable reasons, for example if
 - force majeure or other circumstances beyond the Hotel's control render it impossible or unreasonably difficult for the Hotel to fulfil the contract;
 - function rooms were ordered with misleading or false information regarding essential facts, such as the identity of the Event Organiser or the purpose;
 - the Hotel has a valid reason to believe that the use of the Hotel's goods and services might jeopardise the undisturbed operation of the Hotel, its security or public reputation, due to reasons not attributable to the Hotel's control or organisation;
 - there is a violation of Clause I.2) above.
- 4) The Event Organiser shall not be entitled to any damages in case of a justified withdrawal by the Hotel.

V. Withdrawal/ Cancellation by the Event Organiser

1) The Event Organiser shall only have a right to withdraw from the contract if such right has been contractually agreed upon in writing. If a right of withdrawal, if any, has not been exercised within the agreed period, then the contract shall remain in full force and effect after expiry of such period and, as a consequence thereof, the Event Organiser shall be liable for payment of the agreed remuneration even if he does not use or otherwise accept the Hotel's goods and services, including without limitation the function rooms ordered by the Event Organiser. Such remuneration shall also comprise damages for lost food and beverage revenue according to Clause V.2).

2) If the parties have agreed that upon the Event Organisers withdrawal from the contract within certain fixed periods he is obligated to pay a compensation for lost food and beverage revenue (in form of a fixed percentage), then the relevant food revenue shall be calculated as follows: banquet meal price multiplied by the number of persons.

If no price had been agreed for the meal, the least expensive 3-course-meal offered for events and applicable on the agreed date of the events shall be used.

For the purpose of calculating the compensation for lost beverage revenues 30% of the total food revenues shall be fixed as basic amount of beverage revenues and 80% of such amount shall be fixed as compensation for lost beverage revenues.

If the parties have agreed on the payment of a day delegate rate for the event, then 80% of such day delegate rate shall be used as remuneration owed according to Clause V.1) hereof.

3) The Event Organiser and the Hotel shall have the right to prove a lower or higher damage, as the case may be.

VI. Changes in Number of Participants and Time of Event

1) No information to the Hotel shall be required if the number of participants decreases by not more than 5% (in case of an "approximate number" the absolute number expressed in figures shall apply) and the Hotel will adjust its charges accordingly.

2) In case of a reduction of the number of participants by more than 5% as compared to the agreed number of participants (in case of an "approximate number" the absolute number expressed in figures shall apply) the Events Department of the Hotel shall be informed in writing (e.g. by fax) no later than 5 working days prior to the commencement of the event. Unless the Hotel agrees otherwise in writing, the initially agreed number of participants less 5% will be the basis for the Hotel's charges.

3) In case of a reduction of the number of participants by more than 10% Clause VI.2) shall apply analogously provided that the Hotel shall furthermore be entitled to increase the agreed rates by a reasonable amount. In such case the Hotel shall also have the right to exchange the reserved rooms against other suitable rooms, unless the Event Organiser cannot be reasonably expected to agree to such exchange.

4) If the actual number of participants is higher than the agreed number of participants, then the actual number of participants will be used as a basis for the Hotel's charges.

5) If the agreed time for the start or the end of the event is changed without the Hotel's prior written consent, the Hotel may in addition charge a reasonable standby fee.

VIII. Non-Hotel Food and Beverages

1) Except with the Hotel's prior written approval the Event Organiser shall not be permitted to use any food and beverages in the event other than food and beverages provided by the Hotel. Such approval can be made dependent on the payment of a charge to cover the Hotel's overhead expenses.

IX. Technical Equipment and Connections

1) To the extent the Hotel, at the Event Organiser's request, procures technical and other equipment from the third parties the Hotel will act on behalf and for the account of the Event Organiser. The Event Organiser shall be responsible for the careful handling and proper return. The Event Organiser shall hold the Hotel harmless against any third party claims arising from the procurement and provision of the equipment.

2) The Hotel's prior written consent shall be required for the connection of the Event Organisers own electrical or other technical equipment to the Hotel's power or other systems. If due to the Event Organiser's use of his own equipment, suitable equipment offered by the Hotel remains unused, the Hotel's consent can be made dependent on the payment of a compensation for lost revenue. The Event Organiser shall be liable for interference with and damage to the Hotel's power and other systems caused by the Event Organiser's own equipment, unless the Hotel is responsible therefore. The Hotel may charge a reasonable flat fee for electricity costs incurred by the Event Organiser's use of his own equipment.

3) The Hotel's prior written consent shall be required if the Hotel Organiser wishes to use his own telephone, fax or other communication systems. The Hotel's consent can be made dependent on the payment of a connection fee.

X. Loss of or Damage to the Event Organiser's Property

1) The Event Organiser shall bear the full risk with respect to any exhibits or other items including personal property brought into the function rooms and/or the Hotel. The Hotel shall have no liability for any loss and destruction of or damage to such objects, except in cases of gross negligence or intent of the Hotel.

2) Any exhibits and other items brought into the function rooms and/or the Hotel shall be removed immediately after the end of the event may neither permanently nor temporarily be deposited at any other location in or on the Hotel premises which is accessible to the public. If the Event Organiser fails to comply with his provision, the Hotel may charge the agreed set-up costs and the agreed room rental for the period such items remain there. The Event Organiser and the Hotel may prove a lower or a higher damage, as the case may be.

XI. Liability and other Obligations of the Event Organiser

- 1) The Event Organiser shall be liable for all damage to the Hotel building or furniture, furnishings, fixtures and equipment caused by participants in or visitors of the event, the Event Organiser's employees, other third parties associated with the Event Organiser or the Event Organiser himself. In case of a damage the Event Organiser shall have the burden of proof that such damage was not caused through fault.
- 2) The Event Organiser shall ensure that any and all waste will be disposed of in accordance with all laws and regulations applicable to the separation and other treatment of waste. If, contrary thereto, the Event Organiser leaves behind any waste the Hotel may charge to the Event Organiser the cost of disposal of the waste as legally prescribed as well as for any special cleaning of the rooms in connection with such disposal.
- 3) The use of external security services shall require the Hotel's prior consent.
- 4) Any decorations brought in by the Event Organiser must conform to the fire code. The Hotel may request an official certificate in this respect. Due to the possibility of a damage, advance co-ordination with the Hotel shall be required before any decoration or other material is set up or installed.
- 5) The Hotel may require the Event Organiser to provide reasonable security if there is a justified cause.

XII. Final Provisions

- 1) Any amendments to and any supplement of the contract or these General Terms and Conditions for Events in order to be valid shall be in writing.
- 2) Place of performance and payment shall be Cologne.
- 3) Exclusive venue also for any disputes with respect to checks and bills of exchange shall be the courts at the place of the hotel, Cologne. The parties agree on the jurisdiction of such courts also in relation to any customer who meets the prerequisites of paragraph 38 (1) of the German Civil Court Procedures Act and/or who lacks a general forum in Germany (provided, however, that in the latter case the Hotel may, at its option, file an action with any foreign courts having jurisdiction for any such Customer).
- 4) German law shall be applicable.
- 5) Should individual provisions of the contract and/or of these General Terms and Conditions for Events be or become invalid or void, the validity of the remaining provisions thereof shall remain unaffected.