

## GENERAL TERMS AND CONDITIONS FOR EVENTS (VERSION: NOVEMBER 2014)

The German version of our Terms & Conditions takes precedence over the English version. In case of doubt, the German version shall be taken as reference.

### 1 SCOPE OF APPLICABILITY

- 1.1 These terms and conditions shall apply to contracts for the rental of the hotel's conference, banquet, and convention rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other additional services and goods performed/provided in connection therewith by the hotel for the customer.
- 1.2 The hotel's prior consent in written form 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 introductory interviews, sales promotions, or similar events, whereby section 540, para. 1, sentence 2 German Civil Code (BGB) is waived insofar as the customer is not a consumer.
- 1.3 The customer's general terms and conditions shall apply only if this is previously expressly agreed.

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

- 2.1 The hotel and the customer are the contracting parties. The contract shall come into force upon the hotel's acceptance of the customer's offer. At its discretion, the hotel may confirm the room reservation in written form.
- 2.2 The hotel is liable for harm inflicted on life, limb and physical health. Further 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 of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this No. 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 customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum. In addition, the customer shall be obliged to notify the hotel in due time if there is a possibility that extraordinarily extensive damage may be incurred.
- 2.3 Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations period. This shall neither apply to damage claims nor to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

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

- 3.1 The hotel is obligated to render the services ordered by the customer and agreed upon by the hotel.
- 3.2 The customer is obligated to pay the agreed or applicable hotel prices for rooms provided and for other services accepted. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel disburses. In particular, this applies to claims of copyright collecting agencies.
- 3.3 The agreed prices include all taxes in effect at the time of the conclusion of the contract. If the statutory value added tax is changed or if local taxes concerning the services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. This only applies to contracts concluded with consumers, if four months have passed between the conclusion and fulfillment of the contract.
- 3.4 Hotel invoices not stating a due date are payable without deduction and due within ten days of receipt of the invoice. The statutory rules concerning the consequences of default of payment apply. The hotel reserves the right to prove greater damage.
- 3.5 The hotel is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in written form in the contract. The statutory rules concerning the consequences of default of payment apply.
- 3.6 In justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, the hotel shall be entitled, also 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 the above-mentioned No. 3.5 or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration.
- 3.7 The customer may only set-off, reduce or clear a claim of the hotel with a claim which is undisputed or decided with final, res judicata effect.

### 4 WITHDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT)

- 4.1 The customer can 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 contractual 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 customer have agreed upon a date for a cost-free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer'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 was not agreed or has expired, a statutory right of withdrawal or cancellation is not given and the hotel does not give its consent to the cancellation of the contract the agreed hotel services shall be paid regardless of whether the customer avails himself of the contractual services. The hotel must credit the income from renting the rooms to other parties as well as for saved expenses. Saved expenses can be assessed in a lump sum according to No. 4.4, 4.5 and 4.6. The customer is entitled to prove that the above-mentioned claim has not accrued at all or has not amounted to the demanded sum. The hotel is at liberty to show that a higher claim has arisen.
- 4.4 If the customer withdraws from the contract between the eighth and fourth week prior to the date of the event, the hotel shall be entitled to charge – in addition to the agreed rent – 35% of lost food sales (70% of food sales for any later cancellation).
- 4.5 Food sales are calculated using the following formula: agreed menu price x the number of participants. If no price had yet been agreed for the menu, then the least expensive three-course menu in the current set of event offerings shall apply.
- 4.6 If a seminar flat rate per participant has been agreed, then the hotel shall be entitled to charge, with a cancellation between the eighth and fourth week prior to the date of the event, 60% of the seminar flat rate x the agreed number of participants (85% for any later cancellation).

### 5 WITHDRAWAL OF THE HOTEL

- 5.1 Insofar as it was agreed that the customer 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 inquiries from other customers regarding the contractually reserved event rooms exist and the customer, upon inquiry thereof by the hotel, does not waive his right of withdrawal.
- 5.2 If an agreed advance payment or an advance payment or a security demanded pursuant to No. 3.5 and/or No. 3.6 is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise 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;
  - rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts;
  - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
  - the purpose or the cause of the event is illegal;
- 5.4 there is a breach of the above-mentioned No. 1.2. The justified withdrawal by the hotel constitutes no claims for damages for the tour operator.

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

- 6.1 An increase of the number of participants by more than 5% shall be communicated to the hotel no later than five working days before the beginning of the event; the hotel must give its consent, preferably in written form. The invoice will be calculated on the basis of the actual number of participants and will be based on at least 95% of the agreed higher number of participants. If the actual number of participants is lower, the customer 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 of more than 5% should be communicated to the hotel at an early stage but no later than five working days before the beginning of the event. The invoice is based on the actual number of participants, at least 95% of the finally agreed number of participants though. No. 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 possibly different room rent) unless this is unreasonable for the customer.
- 6.4 If the event's agreed starting or ending times change and the hotel agrees to such deviations, the hotel may reasonably charge for the added cost of stand-by service, unless the hotel is at fault.

## 7 BRINGING OF FOOD AND BEVERAGES

The customer may not bring food or beverages to events. Exceptions must be agreed with the hotel. In such cases, a charge will be made to cover overhead expenses.

## 8 TECHNICAL FACILITIES AND CONNECTIONS

- 8.1 To the extent the hotel obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney and for the account of the customer. The customer is liable for the careful handling and proper return of the equipment. The customer shall indemnify the hotel against all third-party claims arising from the provision of the facilities or equipment.
- 8.2 Consent is required for the use of the customer's electrical systems on the hotel's electrical circuit. The customer 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 customer 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 hotel equipment remains unused because the customer'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 whenever possible. To the extent the hotel was not responsible for such malfunctions, payment may not be withheld or reduced.

## 9 LOSS OF OR DAMAGE TO PROPERTY BROUGHT IN

- 9.1 Customer shall bear the risk of damage or loss of objects on exhibit or other items including personal property brought into the event rooms/hotel. The hotel assumes no liability for loss, destruction, or damage to or of such objects, also not for property damages, with the exception of cases of gross negligence or intent on the part of the hotel. Excepted herefrom are cases of damage caused as a result of harm inflicted on life, limb and physical health. In addition, all cases in which the safekeeping represents a contractually typical obligation due to the circumstances of the individual case, are excluded from this liability disclaimer.
- 9.2 Decorations brought in must conform to the fire protection technical requirements. The hotel is entitled to require 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 customer. Due to the possibility of damage, the hotel must be asked 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 customer fails to do so, the hotel may remove and store such at the customer's expense. If the objects remain in the room used for the event, the hotel may charge a reasonable compensation for use for the duration of withholding of the room.

## 10 CUSTOMER'S LIABILITY FOR DAMAGE

- 10.1 Insofar as the customer is an entrepreneur, 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 customer and the customer itself.
- 10.2 The hotel may require the customer to provide reasonable security, such as a credit card guarantee.

## 11 FINAL PROVISIONS

- 11.1 Amendments and supplements to the contract, the acceptance of offers, or these general terms and conditions should be made in written form. Unilateral amendments or supplements by the customer are invalid.
- 11.2 For commercial transactions the place of performance and payment as well as, in the event of litigation, including disputes for checks and bills of exchange, the exclusive court of jurisdiction is at Cologne (Köln). Insofar as a contracting party fulfills the requirement of section 38. Para. 2 of the German Code of Civil Procedure (ZPO), and does not have a place of general jurisdiction within the country, the courts at Cologne (Köln) shall have jurisdiction.
- 11.3 The contract is governed by and shall be construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and the Conflict Law are precluded.
- 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. The statutory provisions shall also be applicable.

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### Mandatory information according to the Regulation (EU) No 524/2013 of the European Parliament and of the Council:

Follow this link to the website of the European Commission's entity for online dispute resolution for consumer disputes:

<http://ec.europa.eu/consumers/odr/> - Further information is expected to be available there from 15 February 2016.

Should you have any initial questions concerning a potential dispute resolution, please email us at [info@philerohotel-koeln.de](mailto:info@philerohotel-koeln.de)

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### Information:

The contractor shall not be obliged to participate in dispute resolution proceedings before a consumer-enforcement agency.

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