

**GENERAL TERMS AND CONDITIONS FOR EVENTS**  
**Hospitality German Proco GmbH**

**1 SCOPE OF APPLICABILITY**

- 1.1 When the Customer enters into a contract with Hospitality German Proco GmbH (seat: Frankfurt am Main, Amtsgericht Frankfurt am Main HRB108250, Germany) (Operating Company) for the rental of conference, banquet, or convention rooms in one of the hotels operated by the Operating Company in Germany for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other services rendered and goods delivered to the Customer in this context (Contract) these General Terms and Conditions become an integral part of the Contract.
- 1.2 The Customer's general terms and conditions apply only if this is previously expressly agreed.

**2 CONTRACTING PARTIES AND CONCLUSION OF CONTRACT**

- 2.1 The contracting parties are Hospitality German Proco GmbH (Operating Company) and the Customer. The performance of the Operating Company within the scope of the Contract is carried out by the particular hotel branch of the Operating Company (Hotel).
- 2.2 The Contract shall come into force upon the Hotel's acceptance of the Customer's offer.

**3 PERFORMANCE**

- 3.1 The Hotel is obliged to render the agreed services to the Customer.
- 3.2 The Customer is obliged to pay to the Hotel the agreed or applicable prices for the agreed services and for other services provided. This also applies to services ordered directly by the Customer or via the Hotel, which a third party provides and the Hotel disburses. In particular, this also applies to claims of copyright collecting agencies.

**4 EVENT ROOM RENTAL**

- 4.1 The Hotel's prior written consent is required if the Customer wishes to sublet the provided rooms, areas or display cases, or if the Customer wishes to use these for job interviews, sales promotions or similar events. Insofar as the Customer is not a consumer, the extraordinary termination right in case of lacking consent of the Hotel, Section 540, paragraph 1, sentence 2 German Civil Code (BGB), is waived.
- 4.2 The Customer may not bring food or beverages to events. Exceptions require the Hotel's consent. In such cases, the Customer will be charged a fee to cover overhead expenses.
- 4.3 The use for commercial purposes of photographs taken of the Hotel interior is prohibited.

**5 TECHNICAL FACILITIES, CONNECTIONS AND USE OF INTERNET**

- 5.1 The use of the Customer's electrical systems on the Hotel's electrical circuit requires the Hotel's consent, unless the items are for normal daily use (e.g. laptop, tablet computer, mobile phones, etc.). The Customer shall be liable for malfunctions or damage to the Hotel's technical facilities caused by the use of such equipment, unless the Hotel is at fault. The Hotel may charge the Customer a flat fee for electricity costs incurred through such usage.
- 5.2 The Customer is entitled to use its own telephone, fax, and data transfer equipment with the Hotel's consent. The Hotel may charge the Customer a connection fee.
- 5.3 If suitable Hotel equipment remains unused because the Customer's own equipment is connected, the Customer may be charged a compensation for lost revenue.
- 5.4 Malfunctions of technical or other equipment provided by the Hotel will be remedied promptly as far as possible. To the extent the Hotel is not responsible for such malfunctions; payment may not be withheld or reduced by the Customer.
- 5.5 The customer is not permitted to carry out any illegal file sharing using the internet connection provided by the hotel. This includes, in particular, any uploading or downloading of copyrighted text, music, film or software files. The customer shall be liable for all damages suffered by the hotel and/or the copyright holder for the violation.
- 5.6 The hotel gives no guarantee for the actual availability, suitability or reliability of the internet connection for any purpose. Furthermore, the hotel is not liable for any damages to the Customer's PC, tablet, smartphone etc. resulting from the use of the internet. In particular, the hotel is not liable for the contents of any websites called up or any downloaded files. Furthermore, no liability will be assumed for any viruses caused by use of the internet. The customer shall use the internet at his own risk.

**6 BROUGHT IN DECORATIONS AND OTHER ITEMS**

- 6.1 Decorations brought into the Hotel must conform to the fire protection requirements. The Hotel is entitled to require official evidence thereof. In case such proof is not given, the Hotel shall be entitled to remove materials already brought in at the cost of the Customer. Due to the possibility of damage, the arrangement and installation of items must be agreed before-hand with the Hotel.
- 6.2 Brought in exhibition and other items must be removed immediately after the event. If the Customer fails to do so, the Hotel may remove and store such items at the Customer's expense. If the items remain in the event room, the Hotel may charge the Customer a reasonable compensation for the room use exceeding the contractually agreed period.

**7 CHANGES IN NUMBER OF PARTICIPANTS AND TIME OF EVENT**

- 7.1 An increase in the number of participants of more than 5% requires the written consent of the Hotel and shall be communicated no later than five working days before the event. The new price will be based on the actual number of participants, but at least 95% of the agreed higher number of participants. However, if the actual number of participants is lower, the Customer has the right to reduce the agreed price by the additional expenses saved due to the lower number of participants. Such additional saved expenses have to be proven by the Customer.
- 7.2 A reduction in the number of participants of more than 5% should be communicated to the Hotel in good time, but no later than five working days before the event. The new price will be based on the actual number of participants, but at least 95% of the finally agreed number of participants. No. 7.1 sentences 3 and 4 apply accordingly.
- 7.3 In case of a change in the number of participants of more than 10%, the Hotel is entitled to exchange the confirmed rooms, taking into account the possibly diverging room price, unless this would be unreasonable for the Customer.
- 7.4 If the events agreed starting or ending times change and the Hotel agree to such deviation, the Hotel may charge the Customer for the extended scope of the services, unless the Hotel is at fault.

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IBAN: DE 844004 0028 0424 226900 | BIC Code: COBADEFF400 | Account No. 4 242 269



## 8 PROVISIONS, HANDOVER AND RETURN

8.1 The conference room and the purpose of use are mentioned in the contract between the Customer and the hotel. However, the hotel reserves the right to provide an alternative conference room to the customer if the conference room is of similar size (or larger) and standard.

8.2 The booked conference room will be available to the Customer starting with the exact time mentioned in the contract between the Customer and the hotel. The Customer is not entitled to earlier availability.

8.3 The booked conference room will be available to the Customer until the exact time mentioned in the contract between the Customer and the hotel. The Customer is not entitled to provision of the conference room after the mentioned time.

## 9 PRICES

The taxes, including local taxes, in effect at the time of conclusion of the Contract, are included in the agreed prices. If the statutory value added tax is changed or if local taxes are newly introduced, changed or abolished after conclusion of the Contract, the prices will be adjusted accordingly. Insofar as the Customer is a consumer, this only applies if four months have passed between the conclusion and fulfilment of the Contract.

## 10 PAYMENT, DEFAULT INTEREST AND SET-OFF

10.1 Invoices from the Hotel without a payment date are due within ten days of receipt of the invoice.

10.2 The Hotel can demand immediate payment of due debt from the Customer. The statutory rules concerning the consequences of default of payment apply. The Hotel reserves the right to prove greater damage.

10.3 The Customer may only set off a claim by the Hotel against a claim, which is undisputed or decided with final, res judicata effect.

## 11 ADVANCE PAYMENT AND SECURITY

11.1 Upon conclusion of the Contract, the Hotel may require a reasonable advance payment or the provision of a security, such as a credit card guarantee, from the Customer. The statutory rules concerning the consequences of default of payment apply.

11.2 In justified cases, e.g. the Customer's default in payment or the expansion of the scope of the Contract, the Hotel may, also after the conclusion of the Contract and up to the commencement of the event, demand an advance payment or the provision of a security within the meaning of the above-mentioned No. 10.1 or an increase of the advance payment or security agreed upon in the Contract up to the total agreed remuneration.

11.3 Furthermore, the Hotel is entitled, at the beginning of and during the event, to demand a reasonable advance payment or the provision of a security within the meaning of the above-mentioned No. 10.1 for existing and future claims arising from the Contract, insofar as such advance payment has not already been made or such security not already been provided pursuant to the above-mentioned No. 10.1 and/or No. 11.2.

## 12 WITHDRAWAL OF THE CUSTOMER

12.1 The Customer can only withdraw from the Contract if a right of withdrawal was explicitly agreed upon in the Contract, if a statutory right of withdrawal exists or if the Hotel gives its explicit consent to the withdrawal. The agreement on a right of withdrawal as well as the consent to withdrawal shall be made in writing.

12.2 Insofar as the Hotel and the Customer have agreed upon a date for a right of withdrawal from the Contract at no cost, the Customer may withdraw from the Contract up to that date, without incurring payment or damage claims by the Hotel.

12.3 In case the Customer is not entitled to withdraw from the Contract, the agreed remuneration is owed, regardless of whether the agreed services are used. If the Hotel can rent out the rooms to other customers, it must credit the income and the saved expenses against the agreed remuneration. Saved expenses can be assessed in a lump sum according to No. 11.4, 11.5 and 11.6. The Customer is at liberty to prove that the above-mentioned claim does not exist or does not amount to the demanded sum. The Hotel is at liberty to show that a higher claim has arisen.

12.4 If the Customer withdraws from the Contract only between the eighth and fourth week prior to the beginning of the event, the Hotel is entitled to charge the Customer – in addition to the agreed total rent – 35% of lost food sales (or 70% of lost food sales for any later cancellation).

12.5 Food sales are calculated using the following formula: agreed menu price x 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.

12.6 If a seminar flat rate per participant has been agreed, then the Hotel is entitled to charge the Customer, in case of a cancellation between the eighth and fourth week prior to the event, 60% of the seminar flat rate x the agreed number of participants (or 85% for any later cancellation).

## 13 WITHDRAWAL OF THE HOTEL

13.1 Insofar as it was agreed that the Customer can withdraw from the Contract at no cost up to a certain date, the Hotel may also withdraw from the Contract up to this date, if the Customer does not, upon inquiry by the Hotel with a reasonable grace period, waive its right of withdrawal.

13.2 The Hotel may also withdraw from the Contract if the Customer does not make an advance payment or provide a security agreed upon or demanded pursuant to No. 10.1 and/or No. 10.2 even after a reasonable grace period set by the Hotel has expired.

13.3 Moreover, the Hotel has the right of 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 the Customer's stay can constitute essential facts;
- the Hotel has justified cause to believe that the event might jeopardize the smooth operation, the security or the public reputation of the Hotel, without being attributable to the Hotel's sphere of control;
- the purpose or the occasion of the event is illegal;
- there is a breach of the above-mentioned No. 4.1.

13.4 The justified withdrawal by the Hotel constitutes no claim for damages for the Customer.

## 14 LIABILITY OF THE HOTEL

14.1 Unless stipulated otherwise in this No. 13, the Hotel is only liable for damages caused with intent or gross negligence. For damages due to slight negligence, the Hotel is only liable when the damages have been caused by harm inflicted on life, limb or physical health, and in case of damages due to violation of essential contractual obligations of the Hotel. In the latter case, the liability is limited to the foreseeable, typically occurring damage. A breach of obligation of the Hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agent.

14.2 The Customer shall bear the risk of damage or loss of exhibition and other items including personal property brought into the event rooms or the Hotel. The Hotel only assumes liability for the loss, destruction or damage to or of such items according to the preceding No. 14.1. 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.

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14.3 Upon knowledge or prompt objection by the Customer, the Hotel will act to remedy possible disruptions or defects in its performance. The Customer is obliged to undertake reasonable actions in order to remedy the disruption and to keep a possible damage to a minimum. In addition, the Customer is obliged to notify the Hotel in due time in case of the possible incurrence of extraordinarily excessive damage.

#### **15 PRESCRIPTION PERIODS**

15.1 All claims against the Hotel shall generally prescribe one year after the commencement of the statutory limitation period.

15.2 The reduction of the statutory limitation period in No. 14.1 does neither apply to damage claims, nor to claims which are based on an intentional or grossly negligent breach of obligation by the Hotel.

#### **16 USE**

16.1 Smoking (including e-cigarettes or similar) in a conference room is prohibited. Smoking (including e-cigarettes or similar) is also not permitted in the public areas of the hotel. Violation of this no-smoking policy entitles the hotel to terminate the contract without notice. In any case the hotel will invoice any costs for special cleaning of a conference room in the amount of up to EUR 500.00 to the Customer.

16.2 All conference rooms are fitted with sensitive automated smoke alarms. If smoking in a conference room or public areas causes an activation of the automatic fire alarm, resulting in an intervention by the police and the fire brigade, the customer shall bear any costs incurred, however at least EUR 800.

16.3 In case any furnishing and/or fixtures (e.g. furniture, built-in furniture, floor coverings, etc.) and/or other items and materials used and provided in the conference room and the hotel building (e.g. desk pad, pin board, flipchart, etc.) will be damaged or soiled beyond the usual measure, the customer will bear the costs for renewal, replacement and/or repair in any case.

16.4 The Customer is not permitted to make any installations or other changes to the conference room.

16.5 The conference room shall be provided to the Customer as mentioned in the contract between the Customer and the hotel. Additional furnishings of the Customer may only be added after obtaining the prior written consent of the hotel. The conference room shall be returned by the Customer as provided by the hotel.

16.6 The Customer is not permitted to hammer or drill any holes in the conference room or make any other changes to the walls, floors or ceilings. Furthermore, the Customer is not permitted to make any decorative changes to walls, floors or ceilings or to remove or sell any of the decorations.

16.7 If the Customer makes any changes to the conference room after receiving prior written consent from the hotel, the Customer is obliged to restore the conference room to its original state at his own expense.

16.8 The Customer undertakes to observe the relevant accident prevention and fire protection regulations. The Customer is also obliged to inform the hotel immediately of all changes or damages identified in the conference room.

#### **17 LIABILITY OF THE CUSTOMER**

17.1 The Customer shall be liable for all damage to buildings or furnishings caused by participants in or visitors to the event, employees, or other third parties associated with the Customer and the Customer itself. This only applies insofar as the Customer is not a consumer.

17.2 To the extent that the Hotel obtains technical and other facilities 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 indemnifies the Hotel against all third-party claims arising from the disposal of these facilities.

#### **18 DATA PROTECTION**

18.1 You can find more detailed information about the handling of your personal data in our "Privacy Notice for Guests", which is available at the Reception.

18.2 In compliance with its statutory obligation the hotel points out that the European Union has set up an online platform for the extrajudicial resolution of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/>

The hotel does not, however, participate in dispute resolution proceedings held before consumer dispute resolution bodies.

#### **19 PARCELS AND OTHER POSTAL/MAIL ITEMS**

19.1 Parcels and other postal or mail items are accepted by the hotel only if they are addressed to an overnight guest or to an event known to the hotel and are pre-registered for an overnight stay or an event or have already arrived at the hotel.

19.2 However, these parcel or letter and postal consignments will only be accepted if they have been registered in good time by the consignor.

Unregistered parcel or letter and mail items, as well as not clearly addressed items (for example missing guest or event name) will not be accepted by the hotel and will be returned to the sender.

19.3 The hotel does not assume any costs for any customs clearance.

19.4 If a sender does not have a personal contact person at the hotel, requests for deliveries can be sent to the following e-mail:

[hotel.muenster@movenpick.com](mailto:hotel.muenster@movenpick.com)

#### **20 FINAL PROVISIONS**

20.1 Amendments and supplements to the Contract or to the acceptance of offers or to these General Terms and Conditions should be made in writing. Unilateral amendments or supplements by the Customer are invalid.

20.2 In commercial transactions, the place of performance and payment is the place where the particular Hotel is located. In commercial transactions, as well as when the Customer lacks a place of general jurisdiction within the country according to Section 38, paragraph 2 of the German Code of Civil Procedure (ZPO), the courts at the seat of the Operating Company shall have exclusive jurisdiction in all disputes arising out of or in connection with the Contract or these General Terms and Conditions, including in disputes concerning checks and bills of exchange.

20.3 The Contract and these General Terms and Conditions are governed exclusively by German substantive law, without the application of its conflict of law's provisions. The application of the UN Convention on Contracts for the International Sale of Goods is precluded.

20.4 Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby.

20.5 The approved English version of these General Terms and Conditions shall take precedence over its translations.

Hospitality German Proco GmbH – General Terms and Conditions for Events (January 2020)