



## Standard Terms and Conditions

For the rental of conference, banquet and exhibition rooms at the Best Western Hotel Halle-Merseburg

### **I. Scope of application**

1. The following General Terms and Conditions are an integral part of the contract concluded between the Best Western Hotel Halle-Merseburg and the customer (hereinafter referred to as the "customer"; the hotel and the customer are hereinafter also referred to jointly as the "party").
2. These General Terms and Conditions apply to the rental of conference, banquet and exhibition rooms as well as to the agreement of other deliveries and services.

### **II. Conclusion of contract**

1. Offers made by the hotel are subject to confirmation. The contract is concluded by the hotel's acceptance of the customer's application.
2. The hotel is not obliged to confirm the conclusion of the contract in writing.

### **III. Duty of the customer to provide information; advertising measures**

1. The customer undertakes to inform the hotel without delay and without being requested to do so, but no later than upon conclusion of the contract, whether the provision of services and/or the event, whether due to its political, religious or other character, is likely to give rise to public interest or to affect the interests and/or reputation of the hotel.
2. Newspaper advertisements, other advertising measures or publications which refer to the hotel and/or which contain, for example, invitations to job interviews or sales events shall generally require the hotel's written consent. If the customer violates this duty of disclosure or if a publication is made without such consent, the hotel shall have the right to cancel the event. In this case, the customer shall pay 90% of the agreed price. The customer shall be at liberty to prove that no damage was incurred or that the damage was not incurred in the amount claimed.

### **IV. Services; prices; payments; set-off; right of lien**

1. The hotel shall be obliged to provide the premises booked by the customer and to render the agreed services.
2. The prices for the provision of the rooms and/or the agreed services shall be fixed when the event is arranged. The customer shall be obliged to pay the prices of the hotel applicable or agreed for the provision of the services. This shall also apply to services and expenses of the hotel to third parties arranged by the customer. Insofar as the hotel procures or has procured technical or other services for the customer from third parties, it shall act in the name and for the account of the customer. The customer shall be liable for the careful handling and proper

return of such equipment and shall indemnify the hotel against all claims of third parties arising from the provision of such equipment.

3. The customer shall not be entitled to the provision of auxiliary personnel for the transport and assembly of goods and other items brought in by the customer or third parties.
4. If the customer requests that the hotel provide services which exceed the contractually agreed services, e.g. beyond the end of the agreed duration of the event, a service charge shall be payable on the basis of individual proof.
5. The agreed prices shall include the statutory value-added tax applicable at the time. With regard to contracts with non-private customers, the hotel reserves the right to quote or agree net prices.
6. If the period between the conclusion of the contract and the commencement of the event exceeds four (4) months and if the price generally charged by the hotel for the contractual service increases after the time of conclusion of the contract, the contractually agreed price may be increased appropriately, but by no more than 5%.
7. In the event of an increase in the rate of the statutory value added tax applicable at the time of the conclusion of the contract, the gross price of the contractual service shall be increased by the percentage difference of the respective value added tax rates. Accordingly, if the rate of statutory value added tax is reduced again, the gross price shall be reduced by this difference.
8. Settlement shall be made in the EURO currency. In the event of payment with foreign means of payment, the exchange rate differences and bank charges shall be borne by the party obliged to pay.
9. Prices may be changed by the hotel if the customer subsequently requests changes to the booked premises, the hotel's services or the duration of the event and the hotel agrees thereto.
10. Invoices without a due date shall be payable within ten days of receipt of the invoice. In the event of default in payment, the Hotel shall be entitled to charge the statutory default interest applicable at the time. The hotel reserves the right to prove higher damages and the customer the right to prove lower damages.
11. The hotel shall be entitled to demand a reasonable advance payment or security deposit at any time. The statutory provisions shall remain unaffected in the case of advance payments or security deposits for package tours.
12. The customer may only offset claims of the hotel against undisputed or legally established claims.
13. The hotel shall have a lien on all items brought into the hotel by the customer for its claims pursuant to § 704 BGB.

#### **V. Number of participants / billing for events**

1. The customer shall be obliged to inform the hotel of the expected number of participants in the planned event upon conclusion of the contract. The hotel must be notified of any change in the number of participants by more than 5% no later than five working days before the start of the event; such change shall require the hotel's written consent.

2. When charging for services which the hotel provides according to the number of registered persons (e.g. for food and beverages), the actual number of persons shall be charged in the event of an increase in the registered and contractually agreed number of participants.
3. A reduction in the number of participants by the customer by a maximum of 5% shall be recognised by the hotel when billing. In the event of deviations exceeding this, the originally agreed number of participants less 5% shall be taken as a basis. The customer has the right to reduce the agreed price by the expenses saved due to the lower number of participants, which must be proven by the customer.
4. In the case of events lasting beyond 11.00 p.m., the hotel may invoice the staff costs from this time onwards on the basis of an itemised bill, insofar as the agreed fee does not already take into account a period of time beyond 11.00 p.m.. Furthermore, the hotel may, on the basis of the itemised bill, charge employees for travel expenses if they have to make their way home after the end of the public transport service.

#### **VI. Taking food/beverages to events**

1. The customer may not bring food and/or beverages to the events. Exceptions require the written consent of the hotel. In this case, a charge will be made. The hotel shall not be liable for any damage caused by food brought to the event, unless the hotel is guilty of intent or gross negligence.
2. The hotel accepts no liability for damage caused by food and drink taken away by the customer or third parties after an event, unless the hotel is guilty of intent or gross negligence.

#### **VII Technical equipment and connections for events**

1. Insofar as the hotel procures technical and other equipment from third parties for the customer at the customer's instigation, it shall act in the name of, on the authority of and for the account of the customer. The customer shall be liable for the careful handling and proper return of the equipment. The customer shall indemnify the hotel against all claims of third parties arising from the procurement and provision of these facilities.
2. In the case of installations of technical superstructures and equipment, the hotel may demand that these be approved by the TÜV or a comparable testing company and that the customer submit the technical test certificate to the hotel without delay and upon request.
3. The use of the customer's own electrical equipment using the hotel's power supply system shall require the hotel's written consent. The hotel shall be entitled to charge a flat-rate usage fee for this. The customer shall be liable for any malfunctions or damage to the hotel's technical equipment caused by the use of his equipment, insofar as such malfunctions or damage do not fall within the hotel's sphere of responsibility. If damage occurs to the property of third parties or to third parties, the customer shall be solely liable in this respect and the customer shall indemnify the hotel against all claims by third parties.
4. The customer is entitled, with the hotel's consent, to use his own telephone, fax and data transmission equipment; the hotel may charge a connection fee for this.
5. Faults in technical or other facilities provided by the hotel shall be remedied immediately by the hotel if possible. Payments may not be withheld or reduced insofar as the hotel is not responsible for such disruptions.
6. In the event of music performances arranged by the customer, the customer shall be obliged to make the corresponding notifications to and settlements with GEMA.

7. The customer shall obtain the official permits required for an event in good time and at his own expense.

#### **VIII. Liability of the Hotel; liability for decorative material and exhibits during events**

1. Exhibits or other items, including personal items, which are carried along are located in the event rooms or in the hotel at the customer's risk. The hotel assumes no liability for loss, destruction or damage, including financial loss, except in cases of gross negligence or intent on the part of the hotel or its vicarious agents. The same shall apply to all cases in which safekeeping constitutes a typical contractual obligation due to the circumstances of the individual case. The statutory liability pursuant to §§ 701 et seq. BGB remains unaffected.
2. The hotel's liability for its own fault and the fault of its vicarious agents is limited to intent and gross negligence. This limitation of liability shall not apply to claims arising from product liability, a guarantee assumed by the hotel and claims based on injury to life, limb or health as well as a breach of so-called cardinal obligations, i.e. obligations compliance with which is indispensable for achieving the purpose of the contract and compliance with which the customer can rely on. In the latter case, however, liability is limited to compensation for typical, foreseeable average damage.
3. The hotel must be notified of deliveries of materials for an event seven days prior to delivery in order to ensure acceptance and appropriate storage.
4. Decorative material brought along must comply with fire protection requirements. The hotel shall be entitled to demand official proof thereof. If such proof is not provided, the hotel shall be entitled to remove any material already brought in at the customer's expense. Due to possible damage, the installation and attachment of objects in the hotel must be agreed with the hotel in advance.
5. The customer shall remove any exhibits or other items brought into the hotel immediately after the end of the event. In the event of a breach of the obligation under sentence 1, the hotel shall be entitled to remove and store the items at the customer's expense or to charge an appropriate room rental for the duration of the stay. The customer shall be at liberty to prove that the above claim has not arisen or has not arisen in the amount claimed.
6. Packaging material (cardboard boxes, crates, plastic, etc.) delivered by the customer must be disposed of by the customer himself after the event or taken away again. Should the customer fail to comply with this, the hotel may dispose of the packaging material at the customer's expense.
7. The above provisions shall also apply to items rented from outside companies and brought into the hotel's rooms on behalf of the customer.
8. Messages, mail and consignments of goods for the customer shall be handled with care by the hotel. The hotel shall undertake delivery, safekeeping and - on request - forwarding against payment. Claims for damages which are not based on intent or gross negligence are excluded.

#### **IX. Liability of the customer for damage**

1. The customer shall be liable for all damage to the hotel's building or inventory caused by the customer, event participants or visitors, employees and other third parties.
2. The hotel may require the customer to provide appropriate security (e.g. insurance, deposits, guarantees).

3. The customer shall also be liable to the hotel for the payment of any additional services used by the event participants.

#### **X. Cancellations**

1. See contractual agreements.
2. If the rented rooms are cancelled after the deadlines specified in 10.(1) above, the customer shall owe the full room rent plus 50 % of the price of the agreed services (e.g.: meals, flat-rate conference fees).
3. All special services (services of third parties which the hotel has booked for the customer) shall be payable at 100 % irrespective of the time of cancellation. The customer is free to prove that the asserted damage did not occur or did not occur in this amount.

#### **XI. Right of withdrawal**

1. If the customer's right to withdraw from the contract within a certain period of time has been agreed in writing or in text form, the hotel shall be entitled for its part to withdraw from the contract within this period of time if there are enquiries from other customers about the contractually reserved rooms and the customer does not waive his right to withdraw from the contract upon inquiry by the hotel.
2. If and to the extent that advance payments have been agreed with the customer and the customer fails to make such payments within a reasonable grace period set by the hotel with a threat of refusal, the hotel shall be entitled to withdraw from the contract.
3. Furthermore, the hotel shall be entitled to withdraw from the contract for objectively justified reasons, for example if
  - a. force majeure or other circumstances for which the hotel is not responsible make performance of the contract impossible (such as strike, power failure, etc.)
  - b. event rooms have been booked under misleading or false information of essential facts (e.g. persons or purpose).
  - c. there are reasonable grounds for the hotel to assume that the use of the hotel's services could jeopardise the smooth running of the business, the safety or the reputation of the hotel in public without this being attributable to the hotel's sphere of control or organisation.
  - d. the purpose or reason for the stay is unlawful
  - e. the customer sublets or rents out the premises provided as well as uses them for purposes other than those agreed upon without the hotel's prior written consent.
4. The hotel's right to claim damages shall not be affected by the withdrawal.

#### **XII. Limitation periods**

The limitation of claims of the customer shall be governed by the statutory provisions. In deviation from § 195 BGB, the limitation period for all claims of the customer is one year. In deviation from § 199 para. 3 no. 1 and para. 4 of the German Civil Code (BGB), claims for damages and other claims shall become statute-barred five years after they arise, irrespective of knowledge or grossly negligent ignorance. This shall not apply to claims for damages due to injury to life, limb, health or freedom or if the hotel is guilty of intent or gross negligence.

#### **XIII Lost property**

Items left behind will only be forwarded on request. The hotel will keep items left behind for six months. After this full stop, the items will be handed over to the local lost property office.

#### **XIV Final provisions**

1. Any amendments or additions to the contract between the parties or to these General Terms and Conditions must be made in text form in order to be effective.
2. The place of performance and payment shall be the registered office of the hotel.
3. The exclusive place of jurisdiction for commercial transactions shall be the registered office of the hotel. If a customer fulfils the requirements of Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction shall be the registered office of the hotel.
4. The law of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws provisions shall not apply.
5. Should any of these provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions or of the contract.

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