

General Terms and Conditions (GTC) for Events

I. Scope

1. These General Terms and Conditions (GTC) apply to the temporary usage of conference, banqueting and function rooms in the hotels of the EP Group Germany GmbH / Mark Hotels (hereinafter referred to as "Hotels") for carrying out events such as seminars, meetings, receptions, exhibitions, presentations and other functions or events as well as all the associated services and facilities provided by the hotel in this regard. For accommodation bookings the 'General Terms and Conditions for Hotel Admission Agreements' shall be exclusively applicable.
2. These GTC shall constitute the solely applicable terms and conditions governing the event which is planned by the contracting party in the hotel. Use of the GTC of the contracting party or parties is expressly excluded. The contract regarding the implementation of the planned event is carried out exclusively under the GTC of the EP Group GmbH, unless the hotel has expressly agreed to the use of the GTC of the contracting party beforehand in writing.

II. Concluding an agreement

1. The agreement concerning the planned event (hereinafter referred to as the 'contract') materialises with the contracting party's written acceptance of the offer which was extended by the hotel. If the contracting party concludes the agreement in the name of a third-party, then not he but the third-party shall become the hotel's contracting party; the party placing the order is obliged to inform the hotel of the situation in good time before conclusion of the agreement and to provide the hotel with a power of attorney document which specifically states the name and address of the entity extending the power of attorney and which confirms such entity's status as the actual contracting party. Should the power of attorney not be provided to the hotel or not be provided in good time prior to the arrival, then the ordering party/representative and the third-party/entity extending the power of attorney shall be considered joint-debtors in terms of all the obligations resulting from this contract. The representative is obliged to convey all information relevant to the booking, especially these General Terms and Conditions (GTC), to the third-party upon whose power of attorney he is acting.
2. The subletting or further letting of the rooms, areas or display windows which have been placed at the party's disposal, as well as invitations to interviews, sales events or similar, require prior written permission from the hotel, whereas regulation of § 540 Section 1, Paragraph 2 is waived in as far as the contracting party is not the user.
3. If the contractual party is not the event planner himself, i.e. when the event planner employs a commercial agent or organiser, then the event planner is jointly liable with the contractual partner for all obligations arising from the contract in as far as the event planner has provided the hotel with an appropriate declaration in this regard.
4. Side agreements, additions and amendments to the contract must be reduced to writing in order to be legally binding. This also applies to a waiver of the requirement for the written form itself. Verbal agreements are invalid.

III. Services, Prices, Payment

1. The hotel is liable to provide the ordered and accepted services according to the provisions of the general terms and conditions. The hotel is entitled to have the services carried out by a third party.
2. The contractual partner is liable to pay the agreed upon hotel prices for these services. This is also applicable to services and disbursements of the hotel vis-à-vis third parties that are related to the event inasmuch as the disbursements and services have been contractually agreed upon or approved by the event planner at a later stage. In addition, the contractual partner is liable for the payment of all food and drinks ordered as well as any other costs incurred by the event participants.
3. The agreed upon prices are inclusive of all legal VAT. Increases in the VAT are for the account of the contractual partner. Should the time period between the conclusion of the contract and the fulfilment of the contract exceed four months and should the price, which is generally calculated by the hotel for such services have increased, then the contractually agreed price can be adjusted, however not by more than 10 %.
4. Hotel invoices have to be immediately settled upon receipt without deduction. Invoices are considered as having been received by the invoice addressee not later than 3 days after having been sent inasmuch as no earlier receipt can be proved. The contractual partner/guest is in default if he does not pay within 14 days after due date and receipt of an invoice at the latest; this only applies to a contractual partner/guest, who is a customer, when these consequences have been specifically referred to in the invoice. For each reminder following an occurrence of default, the hotel is entitled to charge a reminder charge of € 5.00.

5. Upon conclusion of the contract or subsequently, the hotel is entitled to demand an appropriate advance or security deposit of up to 100 % of the total payment liability. The amount of the advance and its due date can be agreed upon in writing in the contract. Furthermore, the hotel is entitled to make receivables, accrued during the event, due for immediate payment, at any time, by means of an intermediary invoice. A default of payment, even of an intermediary invoice, entitles the hotel to withhold all further services and to make the execution of the services dependent upon a security deposit amounting to 100 % of the payment still outstanding.
6. The contractual partner can only offset or reduce a claim vis-à-vis a claim from the hotel when indisputably or legally established.

IV. Withdrawal of the contractual partner, cancellation, non-utilisation of the services of the hotel

1. At any time the hotel grants the contractual partner the right of withdrawal under the following conditions:
 - In case of withdrawal from the reservation by a contractual partner, the hotel has the right to appropriate compensation.
 - The hotel has the choice to require the contractual partner to pay a flat withdrawal rate instead of a concretely calculated compensation fee.
 - a) The flat withdrawal rate for a withdrawal of up to 60 days before the event is 50 % of the contractually agreed amount for the event specifically for the allocation of the hotel facilities, hotel rooms and the preparation of food and drinks. The contractually agreed amount is calculated based on the agreed number of participants. Should a flat rate have been agreed upon per participant, then, in case of withdrawal, the hotel is entitled to charge 50 % of the daily flat rate times the agreed number of participants.
 - b) In case of withdrawal from the contract less than 60 days prior to the event, the withdrawal flat rate is 80 % of the agreed daily amount for the event, specifically for the allocation of the hotel facilities, hotel rooms and the preparation of food and drinks. The contractually agreed amount is calculated based on the agreed number of participants. Should a flat rate have been agreed upon per participant, then, in case of withdrawal, the hotel is entitled to charge 80 % of the daily flat rate times the agreed number of participants.
 - c) In as far as no amount for food and beverages had been agreed upon contractually, the flat fee shall be calculated on the cheapest 3 course menu offered on the respective events rate sheet.
 - d) The contractual partner is entitled to prove that the hotel has not suffered any loss or that the loss is less than the requested flat rate for compensation.
 - In as far as the hotel calculates the compensation concretely, the compensation shall not exceed the contractually agreed price for the services which were to have been rendered by the hotel minus the value of the expenses saved by the hotel as well as the income which the hotel acquires by their services being used otherwise.
2. The above-mentioned regulations with regard to compensation are equally applicable if the contractual partner fails to make use of the booked services without informing the hotel in due time.
3. If the contractual partner has concluded this contract for reasons relating to a fair, a major event or any other event, and if after having signed the contract, the event is postponed through no fault of the parties, then this contract is valid for the new date, if it is possible for the hotel to offer the agreed services at this later date. The hotel will inform the contractual partner within an appropriate period of time, whether it can fulfill its obligation at the postponed date. Should they not be able to render this service, specifically because the booked facilities have already been reserved for another event at this postponed date, then each party can withdraw from the contract without having to give any reason. The assertion of claims vis-à-vis the respective other party is excluded. This is not applicable to services already rendered. These have to be reimbursed or paid for.
4. If the hotel has granted the contractual partner an option to withdraw within a certain period from the contract without any legal consequences, then the hotel does not have any right to compensation.
5. The contractual party has to explain the withdrawal in writing. A communication by fax or e-mail fulfils the requirement of a written explanation. A withdrawal explanation only becomes valid upon receipt of same by the hotel.

V. Withdrawal by the hotel

1. In as far as the contractual partner has been granted a free-of-charge right of withdrawal as per paragraph IV point 4, the hotel is also entitled to withdraw within the agreed period of time, should there be other requests from guests and customers for the booked rooms and the contractual partner fails to provide final confirmation after being requested to do so by the hotel.

2. The hotel is also entitled to withdraw from the contract if an advance payment or a security deposit, agreed upon according to paragraph III point 5, is not paid within a stipulated period of time.
3. Furthermore, the hotel is entitled to withdraw from the contract for important reasons, specifically in the case of
 - force majeure or other circumstances for which the hotel cannot be held responsible and which makes it impossible to carry out the contract;
 - events which have been booked by giving misleading or false statements about relevant facts, e.g. the event planner or purpose of the event;
 - the hotel having justifiable cause to assume that the event could hamper the smooth business operations, the safety or the image of the hotel in the public eye, without this being attributable to the management or organizational authority of the hotel;
 - the unauthorized sub-letting or re-letting as per paragraph II, point 2;
 - the hotel becoming aware of circumstances that the financial position of the contractual partner has significantly worsened after concluding the contract, especially if the contractual partner/guest does not settle payments due to the hotel or does not offer sufficient surety, leading to the supposition that the hotel's payment claims would be compromised;
 - the contractual partner having applied to open insolvency proceedings with regard to his assets, having given a statutory declaration according to § 807 Code of Civil Procedure, having initiated an out-of-court procedure to settle his debts or having stopped payments;
 - insolvency proceedings with regard to the assets of the contractual partner being opened or opening of same being refused due to lack of sufficient assets or for any other reason.
4. The hotel has to immediately inform the contractual partner in writing by means of a signed letter, an appropriate fax or E-mail, about the exertion of the right of withdrawal.
5. In the above-mentioned cases of withdrawal, the contractual partner has no claim to compensation.

VI. Changes in the number of participants and event time

1. When making the booking, the contractual partner has to give the hotel the provisional number of participants. The hotel has to be informed, in writing, about the final number of participants at the latest eight working days before the date of the event. A change in the number of participants by more than 5 % requires the written approval of the hotel. Should the hotel not agree, then the contractual partner is not permitted to carry out the event with the increased number of participants (more than 5 %).
2. For the calculation of services which the hotel renders based upon the number of registered people (such as for example hotel rooms, food and beverages), should there be an increase in the number of registered and contractually agreed participants then the actual number of people is applicable for billing purposes. Should there be a reduction in the contractually agreed number of participants the hotel is entitled to charge for the contractually agreed number of participants. The hotel does not need the approval of the contractual party for this.
3. Should the number of participants be reduced by more than 10 %, the hotel is entitled to increase the agreed prices accordingly, e.g. they can increase the meal price per person as a result of the changed calculation basis. The hotel can also change the prices if the contractual partner wishes to subsequently make changes to the services provided by the hotel or to the duration of the event and the hotel is in agreement thereto. Should a separately definable part of a booked event not be taken up, then the hotel can require appropriate compensation for the part which is not taken up according to the provisions of paragraph IV point 1.
4. The contractual partner is free to prove that the hotel has greater saved expenses.
5. The hotel is entitled to make room changes as long as they are in the interest of the hotel and reasonable for the contractual partner.
6. When the agreed starting and closing times change without prior written approval from the hotel, then the hotel can charge additional costs for the provision of staff, event rooms and other equipment, unless the hotel is responsible for the change.
7. For events which continue after 23h00, the hotel can charge extra itemised personnel expenses as from that time, unless agreed upon to the contrary. Furthermore, the hotel can charge the itemised travel costs of the employees if they have to find their way home after public transport facilities have closed down.

VII. Bringing food and beverages along

In exceptional circumstances the contractual partner is allowed to bring food and beverages along to the events, but only after appropriate written agreement has been given by the hotel. In this case the hotel is entitled to charge a service fee.

VIII. Handling of the event

1. In as far as the hotel acquires technical and other equipment from third parties upon the request of the contractual partner, they act in the name, per procuracionem and for the account of the contractual partner. The contractual partner is liable for the careful handling and the return in good order. The contractual partner exempts the hotel of all claims from third parties resulting from the handover of the equipment.
2. The use of the contractual partner's own electrical equipment and apparatus via the electricity network of the hotel requires prior approval from the hotel. Breakdowns and damages to the technical facilities of the hotel resulting from the use of this equipment and apparatus, are for the account of the contractual partner, in as far as the hotel is not responsible for such disruptions or damages. The incurred electricity expenses can be calculated and charged by the hotel on a flat rate basis.
3. With the written consent of the hotel, the contractual partner is allowed to use his own telephone, fax and data communications equipment for which the hotel can charge connection fees. If the hotel's equipment remains unused because of the contractual partner using his own equipment, appropriate loss of income compensation may be charged.
4. The hotel shall endeavor to promptly attend to any complaint by the contractual party regarding breakdown of technical or other equipment made available by the hotel. Payments cannot be withheld or decreased by the contractual partner in as far as the hotel is not responsible for the breakdowns.
5. The contractual partner is liable for obtaining, for his own account, all the necessary official authorisations for the execution of the event. It is his responsibility to adhere to these authorisations as well as to all other official legal regulations in connection with the event.
6. The contractual partner is responsible for handling all formalities and settlements with regard to music performance and sound with the responsible institutions (e.g. GEMA).
7. The employment of outside security services needs the prior written approval of the hotel.
8. In the context of publicity for his event, the contractual partner may only use the hotel names and brand marks with the prior written approval of the hotel.

IX. Loss or damage to items brought along

1. All brought-along event or other items (incl. personal items) are brought into the function rooms and/or the hotel at the contractual partner's own risk. The hotel is not liable for loss, destruction or damage, unless as a result of gross negligence or premeditation by the hotel. The legal liability according to §§ 701 ff, BGB remains unaffected hereby.
2. Decoration material brought along by the contractual partner has to meet the fire protection laws. The hotel is entitled to request official proof of this. Should such proof not be submitted, then the hotel is entitled to remove material which has already been brought along (for the account of the contractual partner.) Due to possible damage, erection and affixing of items has to be agreed upon with the hotel in advance.
3. The items which have been brought along or other items, have to be removed by the contractual partner between the agreed start and end dates of the event. Items left behind may be removed by the hotel and stored for the account of the contractual partner. Should the removal result in unreasonable expenses, then the hotel can leave the items in the event rooms and charge the respective rental for the event rooms. The contractual partner is entitled to prove a lower claim; the hotel is entitled to prove a higher claim. Items left behind by the contractual partner are only forwarded upon request and at the risk and cost of the contractual partner.
4. Packaging material (cardboard, crates, synthetic material, etc.) related to supplies for the event by the contractual partner or third party, has to be removed before or immediately after the event by the contractual partner according to the valid legal provisions. Should the event coordinator leave packaging material behind in the hotel, then the hotel is entitled to remove the latter for the account of the contractual partner.
5. Storage and/or safekeeping of objects or working material which will be brought along or has already been brought along is only possible with written consent from the hotel. Similarly, occupation of the premises before the start of the event also needs the written approval of the hotel.

X. Liability for damage by the contractual partner

1. The contractual partner is liable for all damage caused to the building or inventory by the event participants, employees, other third parties from his domain or by himself or his legal representatives. To cover possible damage, the hotel can ask the contractual partner for appropriate securities (e.g. insurances, deposits, sureties).
2. The hotel does not insure the objects brought along by the contractual partner for the event. They can therefore request the contractual partner to take out an appropriate insurance and to submit proof of the insurance before the start of the event.

XI. Liability of the hotel, limitation of action

1. Should there be interruptions or shortcomings with regard to the services rendered by the hotel, then the hotel will immediately redress the matter following a complaint by the contractual partner. Should the contractual employee culpably refrain from pointing out the defect to the hotel, then there is no claim for a reduction of the contractually agreed payment.
2. According to the legal provisions, the hotel is liable for all claims resulting from violation of life, limb and health.
3. In as far as limitation of liability is legally permissible, the hotel is only then liable for damage as a result of slight negligence when this can be attributed to the violation of a fundamental contractual obligation which would compromise the intent of the contract. In such cases liability is limited to the typical, contract specific, foreseeable damages.
4. Except in cases of liability for: a defect ascertained after acceptance of a guarantee for the appearance and/or condition of an object or an installation or creation; for fraudulently concealed faults; or for injury to persons - the above-mentioned liability limitation is valid for all claims for damage regardless of their legal cause including claims resulting from unauthorized actions. The above-mentioned limitation of liability is also applicable in case of any claim of damage by a contractual partner against employees or assistants of the hotel.
5. For brought-along objects, the hotel is liable to the contractual partner according to the legal provisions, i.e. up to the hundredfold of the accommodation price, however up to not more than Euro 3,500.00. For valuables (cash, jewellery, etc) this liability is limited to Euro 800.00. The hotel recommends depositing valuables in the hotel safe. The liability claims expire when, after securing evidence, the contractual partner does not immediately report the loss, destruction or damage in writing. If damage to the property of the contractual partner is already noticed before leaving the hotel, then he has to immediately report this to the reception staff.
6. A parking place having been made available to the contractual partner in the garage of the hotel or in a parking area of the hotel, including parking made available at a fee, does not result in a contract of safe custody. The hotel does not have any surveillance obligation. The hotel is not liable for loss of or damage to parked or shunted vehicles, their contents or live animals, in the grounds of the hotel. This is also applicable to hotel assistants.
7. Messages, mail and consignment of goods for the contractual partner and the event participants will be handled with care. The hotel will take care of notification, safekeeping and, if desired and at a fee, the redirection of messages, mail and goods as well as lost property, if requested. Claims for damages, except as a result of gross negligence or malicious intent, are excluded. After a period of safekeeping of one month and upon payment of an appropriate fee by the contractual partner, the hotel is entitled to hand over the above-mentioned goods to the local lost property office.
8. Claims for damages by the contractual partner lapse at the latest three years after the date when the damaging events took place, regardless of the notice. The legal limitation is applicable after two years if the contractual partner has made the booking through an event planner. This is not applicable for liability of claims resulting from violation of life, limb and health as well as for other claims which are based on gross negligence or malicious intent by the hotel, its legal representative or a hotel assistant.

XII. Final provisions

1. Amendments or additions to the contract, to the acceptance proposal or these general terms and conditions for events must be reduced to writing. Unilateral amendments or additions made by the contractual party are not valid.
2. Place of execution and payment is the seat of the hotel.
3. The exclusive jurisdiction is Berlin-Charlottenburg.
4. The contract is governed by the law of the Federal Republic of Germany.
5. Should certain clauses of the general terms and conditions for events be invalid or void or become void, then this does not affect the validity of the other clauses. The parties shall immediately replace the invalid clauses by valid ones which come as close as possible to the original intent and business purpose of the contract. The same applies to any loopholes which may occur in the contract. For the rest the legal provisions apply.

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