

General Terms and Conditions for events held at Kongresshotel Potsdam am Templiner See

Section 1 Scope of the agreement

1. These terms and conditions apply to agreements on the rental assignment of conference, banquet and function rooms of the hotel for the purpose of events such as banquets, seminars, conferences, exhibitions and presentations, etc. as well as all associated services and deliveries of the hotel.
2. The subletting or re-letting of the assigned rooms, areas or showcases, the invitation to interviews, sales presentations and similar events, as well as public announcements that contain information on the events, require the prior written permission of the hotel, in which case section 540 subsection 1 sentence 2 BGB (German Civil Code) is waived (no special right of termination of the client in the event that approval is denied), insofar as the client is not a consumer.
3. Terms and conditions of the client only apply following prior written agreement.
4. Furthermore, the additional provisions agreed on concluding the accommodation agreement apply.

Section 2 Conclusion of the agreement, partners to the agreement; Limitation

1. The agreement is concluded by the hotel accepting the client's/event organiser's application.
2. The contracting parties are Kongresshotel Potsdam am Templiner See (OSGV Hotel und Kongress GmbH & Co. Betriebs KG, Am Luftschiffhafen 1, 14471 Potsdam), hereinafter referred to as the hotel, and the client/event organiser. If the client/person placing the order is not the event organiser or if the event organiser utilises a commercial agent or organiser, the event organiser and the client together are liable to the hotel, as joint debtor, in respect of all obligations arising from the agreement, insofar as the hotel holds a corresponding declaration by the event organiser. Irrespective of the above, the person placing the order is under the obligation to forward all information related to the booking, in particular these general terms and conditions, to the third party.
3. All claims against the hotel that come under the regular knowledge-dependent period of limitation, on principle lapse within one year from commencement (section 199 subsection 1 BGB); claims for compensation lapse within five years – knowledge-independent. Reductions of the period of limitation do not apply to claims due to a premeditated or grossly negligent violation of duty on the part of the hotel.
4. The client must – at the very latest on conclusion of the contract – inform the hotel unprompted whether the event may put the smooth operation, security or the reputation of the hotel at risk, due to its political, religious or other character.

Section 3 Services, prices, payment, offsetting

1. The hotel is under the obligation to provide the services ordered by the client and agreed by the hotel.
2. The client does not acquire a claim for the provision of specific rooms. If these are, however, confirmed in the order confirmation and/or accommodation agreement, but unavailable, the hotel shall endeavour to find an equivalent substitute within the hotel itself or in other, comparable objects.
3. The client is under the obligation to pay the agreed or usual prices of the hotel in respect of these and additional services utilised. This also applies to services and expenses to third parties that the hotel incurred on behalf of the client, in particular also with regard to claims from copyright collectives.
4. The agreed prices include the respective amount of VAT. If the amount of VAT included in the prices rises, due to legal provisions, the hotel is authorised to adjust the agreed prices corre-

spondingly, without separate prior agreement by the client. If the period between concluding the agreement and fulfillment of the agreement exceeds four months and if the hotel's usual price for such services rises, this can raise the contractually agreed price appropriately, at most, however, by five percent.

5. The hotel can have its agreement in respect of a client's request for a retroactive reduction of the number of booked rooms, the service provided by the hotel or the guests' length of stay depend on an increase of the price of the room(s) and/or other service(s) provided by the hotel.
6. Invoices issued by the hotel that do not bear a due date are payable without deductions within eight days from receipt of the invoice. The hotel is authorised to accelerate accrued claims at any time and to demand immediate payment. If payments are delayed, the hotel is entitled to demand the respective legal amount of default interest of currently 8%, or with regard to legal transactions involving a consumer, of 5% above the base rate of interest. The client reserves the right to prove a lower level of damage, while the hotel reserves the right to prove a higher level of damage. The hotel can demand dunning costs of EUR 10.00 from the client for each dunning notice sent following the delay. The client shall bear all further costs arising in the course of collecting the receivables.
7. The hotel is entitled to demand an adequate prepayment or surety in the form of a credit card guarantee on conclusion of the agreement. The level of the prepayment and the payment dates can be agreed in writing in the contract. The agreed down payments are not refunded. If, however, in the event of a cancellation by the client, the hotel is able to resell the room(s) and function room(s) at the same price, the down payments will be refunded. If the room(s) and function room(s) cannot be resold at the same price, the client must pay the difference.
8. Where reasonable, e.g. if the client is in arrears with payment or extension of the scope of the agreement, the hotel is entitled to demand an increase of the prepayment or surety within the meaning of subsection 7, agreed in the contract – or an increase of the prepayment or surety agreed in the contract, up to the full remuneration agreed – even after concluding the agreement and until the event commences.
9. The client can only offset, reduce or exercise a right of retention against a claim of the hotel with an indisputable or legally valid claim.
10. If circumstances become known, after signing the contract, which, in the opinion of the hotel, place the creditworthiness of the client in a dubious light, the hotel is entitled to either withdraw from the agreement or to provide the agreed services only after advance payment or payment of a surety.

Section 4 Cancellation by the client

1. The cancellation by the client of the agreement concluded with the hotel requires the written acceptance by the hotel. If such acceptance is not provided, the room rental price agreed in the contract and any services commissioned to third parties must be paid, even if the client does not utilise the contractually agreed services and re-letting is not possible. This does not apply if the hotel violates its obligation to take consideration of the rights, legally protected interests and other interests of the client and if – as a result – the client cannot reasonably be expected to abide by the contract or if the client is entitled to another legal or contractual right of cancellation.
2. Insofar as the hotel and the client agreed a date for the free cancellation of the contract in writing, the client can withdraw from the agreement until the said date without prompting claims for payment or compensation by the hotel. The right of the client to cancel the agreement is terminated if the client does not exercise its right to cancel in writing to the hotel within the agreed period, insofar as it is not a cancellation by the client in accordance with subsection 1 sentence 3.

3. If the client withdraws from the contract after signing the contract or following the expiry of the contractually agreed free period of cancellation, the hotel is entitled to charge 35% of lost sales from catering, in addition to the agreed room rental price and the costs for third-party services. If the client withdraws from the contract within 21 days or less of the date the event is to be held, the hotel is entitled to charge 70% of lost sales from catering. The calculation of sales from catering is effected as follows: agreed price of the meal plus beverages multiplied by the number of participants. If no price was agreed for the meal, the calculation is based on the cheapest three-course meal of the respective event offered. Beverages are calculated as one third of the meal price.
4. If a conference package was agreed per participant and the client withdraws after signing the contract or after expiry of the contractually agreed free period of cancellation but before the date the event is to be held, the hotel is entitled to charge 60% of the conference package multiplied by the agreed number of participants or, in the event of a cancellation within 21 days or less of the date the event is to be held, 80% of the conference package multiplied by the agreed number of participants.
5. The deduction of expenses saved is taken into consideration by subsections 3 to 4. The client reserves the right to prove a lower level of damage, while the hotel reserves the right to prove a higher level of damage.

Section 5 Cancellation by the hotel

1. Insofar as it has been agreed in writing that the client can cancel the agreement free of charge within a specified period, the hotel is also entitled to cancel the agreement during this period if inquiries by other clients exist in respect of the contractually agreed rooms and the client does not – at the request of the hotel – waive its right of cancellation.
2. If a prepayment or surety, agreed or requested in accordance with section 3 subsection(s) 7 and/or 8 is not made/paid, even after expiry of an adequate period of grace, the hotel is also entitled to cancel the agreement.
3. Furthermore, the hotel is entitled to withdraw from the agreement for factually justified reasons, e.g. in the event that
 - force majeure or other circumstances beyond the hotel's control render fulfilment of the agreement impossible;
 - function rooms are booked under misleading or false information on essential facts (as to the client/event organiser or the purpose of the rental, etc);
 - the hotel has justified reasons to assume that the event may put the smooth operation, security or reputation of the hotel at risk, without this being attributable to the hotel's area of control or organisation;
 - in the event of unauthorised subletting or re-letting within the meaning of section 1 subsection 2;
 - the hotel gains knowledge of the fact that the financial circumstances of the client deteriorated significantly after concluding the agreement, in particular does not pay claims of the hotel that are due or does not provide sufficient surety and the hotel therefore considers claims for payment to be at risk;
 - the client has filed for insolvency, issued a statutory declaration in accordance with section 807 German Code of Civil Procedure, initiated out-of-court proceedings for the purpose of regulating debt or discontinued payments;
 - insolvency proceedings were opened on the client's assets or the opening thereof is rejected due to a lack of assets or other reasons.
4. In the event of a justified cancellation by the hotel, in accordance with subsection 1, the client is not entitled to claim compensation. In the event of a cancellation by the hotel in accordance with subsections 2 and 3, the hotel can request payment of a lump-sum. Section 4 subsections 3 to 5 apply accordingly.
5. The hotel shall inform the client immediately of the exercise of its right of cancellation.

Section 6 Number of participants, alteration of the number of participants and time of the event

1. If the number of participants alters by more than 5% against the number of participants contractually agreed, the hotel must, at the latest, be advised of this ten working days prior to the date the event is to be held; it requires written approval by the hotel.
2. If the actual number of participants advised to the hotel ten working days prior to the date the event is to be held is reduced by no more than 5% against the contractually agreed number of participants, the actual number of participants is invoiced. In the event of any reductions in excess of 5%, the calculation is based on the originally agreed number of participants minus 5%.
3. In the event that the number of participants increases, the invoice is based on the actual number of participants. If the number of participants increases by more than 5%, the requested meal may not be able to be provided, unless the hotel has provided its agreement to the alteration.
4. If the number of participants deviates by more than 10%, the hotel is entitled to redetermine the agreed prices and to alter the confirmed rooms, insofar as the size of the new rooms is appropriate for the altered number of participants and the furnishings of the rooms are comparable.
5. If the agreed starting and closing times of the event change, and if the hotel provides its agreement to these changes, the hotel can invoice the additional commitment correspondingly, unless the hotel is at fault. If the agreed closing times of the events change and the hotel needs to accommodate guests in another hotel, due to the delayed vacation of the room, the client shall bear all related costs. The hotel reserves the right to assert further claims for compensation.
6. Unless otherwise agreed, the hotel can invoice personnel expenses for events that last beyond 11 pm extra, from 11 pm onwards, on the basis of an itemised invoice.

Section 7 Bringing in of food and beverages by the client

The client may only bring in food and beverages at events, following the written agreement of the hotel. In such cases, the hotel can charge a service fee to cover the overheads. In the event that this section is violated, the hotel is entitled to charge a lump-sum compensation per participant, in respect of the loss the hotel incurred by not being able to provide the service. The hotel accepts no liability whatsoever for any impairment to health caused by consuming food and beverages brought in by the client.

Section 8 Technical facilities and connections

1. Insofar as the hotel procures technical and other facilities from third parties, at the request of the client, it acts on behalf of, per procura and for the account of the client. The client is liable for the careful handling and proper return of the facilities. The client shall exempt the hotel from all third-party claims resulting from the surrender of these facilities.
2. The utilisation of the client's or event organiser's own electrical facilities and appliances using the hotel's power supply requires the hotel's prior written agreement. Any disruptions or damage of the hotel's technical systems caused by the use of these appliances and facilities shall be borne by the client, insofar as they are not the fault of the hotel. The hotel can record and charge the electricity costs resulting from the use of such facilities as a lump-sum.
3. Following agreement by the hotel, the client is entitled to use its own telephone, fax and data transmission facilities. The hotel can demand connection and line rental charges.
4. If the connection of the client's facilities results in the fact that the hotel's systems remain unused, a reasonable lost revenue charge can be invoiced.

5. The hotel will attempt to remove any failures of technical or other facilities made available to the client by the hotel, following the immediate reproof by the client. Payments cannot be withheld or reduced, insofar as the failures are not the fault of the hotel.
6. The client shall procure all official permits and authorisations necessary to execute the event at its own expense. The client must observe these permits and all other regulations under public law that apply in connection with the event.
7. The client shall handle all formalities and bills necessary for the sound engineering and reproduction of music – in the context of music presentations the client provides – with the relevant authorities (e.g. GEMA).
8. The contracting party may only utilise the name and trademark of the hotel in the context of advertising its event, following the prior agreement of the hotel.

Section 9 Loss of or damage to property brought in

1. Any exhibits or other items brought in, including personal items, are in the function rooms or in the hotel at the risk of the client. The hotel accepts no liability in respect of loss, destruction or damage of the items, even with regard to pecuniary loss, unless this was caused through premeditation or gross negligence on the part of the hotel. This does not cover damages from injury to life, body or health. Furthermore, all cases in which safekeeping represents a typical contractual obligation, as a result of the individual circumstances, are excluded from this discharge of liability. Apart from the cases mentioned in subsection 4, a safekeeping contract must be expressly agreed. The possible insurance of exhibits brought in is the responsibility of the client.
2. Decorations brought in must correspond with fire safety requirements. The hotel is entitled to demand official proof of this. If such proof is not provided, the hotel is entitled to remove any materials already brought in at the expense of the client. Due to the potential damage that might be caused, the installation and attachment of items must be agreed beforehand with the hotel.
3. All exhibits or other items brought in shall be removed immediately at the conclusion of the event. If the client omits to do this, the hotel may remove and store the items at the client's expense. If the items are left in the function room, the hotel can charge an adequate compensation for use for the duration they are there. The client reserves the right to prove that the above mentioned claim was not incurred or not incurred at the level claimed.
4. Packaging materials (cardboard packaging, boxes, plastic, etc.) that arise in connection with deliveries to the event by the client or third parties must be disposed of by the client either before or after the event. If the client leaves packaging materials behind in the hotel, the hotel is entitled to dispose of the materials at the client's expense.
5. The client is not entitled to the assignment of support staff for the transport and the arrangement of goods or the installation of other items brought in by the event organiser or third parties. The delivery of materials must, on principle, be effected following agreement with the hotel. The hotel must be provided with a corresponding notice regarding the type and quantity of the materials to be delivered, in a timely manner. The hotel reserves the right to invoice expenses for staff, storage or installation in respect of any goods or items brought in in advance.

Section 10 Liability of the client for damage

1. The client is liable for all damage to buildings or inventory caused by event participants or visitors, staff, other third parties from its area, itself or its legal representatives.
2. The hotel can demand that the contracting party places appropriate sureties (e.g. insurance, bond, guarantee) to cover potential damage.

Section 11 Liability of the hotel

1. The hotel is liable in respect of its obligations from the contract with the due diligence of a prudent businessperson. Claims of the client for compensation are excluded. This does not cover damages from injury to life, body or health, if the hotel is responsible for the violation of duty, and other damages caused by the premeditated or grossly negligent violation of duty by the hotel. The violation of duty by the hotel is equal to that of a legal representative or agent. If failures or defects of the hotel's services occur, the hotel will attempt to remedy this following notice of the failure or defect or following the immediate reprimand of the client. The client shall, within reason, contribute to remedying the failure and to keep potential damage low. The client is furthermore under the obligation to advise the hotel in a timely manner of the possibility of the arising of an extraordinarily high level of damage.
2. Insofar as a parking space is made available to the client in the hotel's garage or on a parking lot owned by the hotel – even against a fee – this does not constitute a safekeeping agreement. If motor vehicles that are parked on the premises of the hotel, or their contents are lost or damaged, the hotel is not liable unless this was caused through premeditation or gross negligence. Subsection 1, sentences 2 to 4 above, apply correspondingly.
3. Messages, mail and consignments of goods for guests are treated with care. The hotel will take over the delivery, storage and – on request and against a fee – the forwarding of same. After a retention period of at least three months, the hotel is entitled to hand over the above mentioned items to the local lost property office, and can charge an appropriate fee. Insofar as the items have no recognizable value, the hotel reserves the right to destroy them on expiry of the three month period. Subsection 1, sentences 2 to 4, above apply accordingly.

Section 12 Final provisions

1. Amendments or supplements to this agreement, of the acceptance proposal or these terms and conditions must be in writing and refer expressly to the agreement or these terms and conditions; this also applies to amendments of the written form requirement. Unilateral amendments or supplements by the client shall remain ineffective.
2. The place of performance and payment is Potsdam.
3. The exclusive place of jurisdiction for commercial transactions is Potsdam – also for cheque and bill disputes. Insofar as a contracting partner meets the requirements of section 38 subsection 2 ZPO (German Code of Civil Procedure) and does not have a general place of jurisdiction in Germany, Potsdam is deemed to be the place of jurisdiction.
4. The law of the Federal Republic of Germany applies. The application of CISG and the conflict of law provisions is excluded.
5. If individual provisions of these General Terms and Conditions are or become ineffective or void, this shall not affect the effectiveness of the remaining provisions. In this case, the contracting parties undertake to replace the ineffective or void provision by an effective provision that corresponds with the commercial purpose of the ineffective or void provision. Incidentally, the legal regulations shall apply.
6. Separate terms and conditions apply to the hotel accommodation agreement.