

General Terms & Conditions

for events at the Kongresshotel Potsdam

§ 1 Scope of application

1. These terms and conditions apply to contracts for the rental of conference, banquet and event rooms of the hotel for the organization of events such as banquets, seminars, conferences, exhibitions and presentations, etc. as well as for all other related services and deliveries of the hotel.
2. The subletting or re-letting of the rooms, areas or showcases provided, invitations to interviews, sales or similar events as well as public advertisements containing information on the events require the prior consent of the hotel in text form, whereby § 540 para. 1 sentence 2 BGB is waived (no special right of termination of the customer in the event of refused consent), insofar as the customer is not a consumer.
3. Conflicting or deviating terms and conditions of the customer shall not be recognized by the hotel unless their validity has been expressly agreed. This shall also apply if the hotel carries out the delivery or service to the customer without reservation in the knowledge of conflicting terms and conditions of the customer.
4. In addition, the additional terms and conditions agreed upon conclusion of the contract shall apply.

§ 2 Conclusion of contract, contract partner; statute of limitations

1. The contract is concluded upon acceptance of the customer's / organizer's application by the hotel. The hotel is at liberty to confirm the event booking. Electronic declarations shall be deemed to have been received if the party for whom they are intended can retrieve them under normal circumstances and if they are received during the hotel's announced business hours.
2. The contracting parties are the Kongresshotel Potsdam (OSV Hotel und Kongress GmbH & Co. Betriebs KG, Am Luftschiffhafen 1, 14471 Potsdam), hereinafter referred to as the hotel, and the customer/organizer. If the customer/ordering party is not the organizer itself or if a commercial agent or organizer is engaged by the organizer, the organizer shall be jointly and severally liable with the customer for all obligations arising from the contract, provided that the hotel has received a corresponding declaration from the organizer. Irrespective of this

The customer is obliged to forward all information relevant to the booking, in particular these General Terms and Conditions, to the third party.

3. All claims against the hotel, which are subject to the regular limitation period depending on knowledge, are generally subject to a limitation period of one year from the start of the statutory limitation period (§ 199 para. 1 BGB); claims for damages are subject to a limitation period of five years regardless of knowledge. The reduction of the limitation period shall not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.
4. The customer is obliged to inform the hotel in good time of the possibility of exceptionally high damages arising. In particular, the customer is obliged to inform the hotel without being asked, at the latest upon conclusion of the contract, whether the event, due to its political, religious or other character, is likely to jeopardize the smooth running of the business, the safety or the reputation of the hotel in public.

§ 3 Services, prices, payment, offsetting

1. The hotel is obliged to provide the services ordered by the customer and promised by the hotel.
2. The customer does not acquire any claim to the provision of specific rooms. If these are promised in the order confirmation and/or in the contract but are not available, the hotel is obliged to endeavor to find an equivalent replacement in the hotel or in other, comparable properties.
3. The customer is obliged to pay the agreed or applicable prices of the hotel for these and other services used. This also applies to services and expenses of the hotel to third parties arranged by the customer, in particular also to claims of copyright exploitation companies.
4. The customer shall be liable to the hotel for the payment of all food and beverages ordered by the event participants, as well as for other costs incurred by the event participants.



5. If a minimum turnover has been agreed and this is not achieved, the hotel may demand 60% of the difference as loss of profit, unless the customer proves lower damages or the hotel proves higher damages.
6. The agreed prices include the taxes applicable at the time the contract is concluded. In the event of changes to the statutory value added tax or the introduction, amendment or abolition of local taxes on the subject matter of the service after conclusion of the contract, the prices shall be adjusted accordingly. If the period between conclusion and fulfillment of the contract exceeds four months and the price generally charged by the hotel for such services increases, the hotel may increase the contractually agreed price appropriately, but by no more than ten percent.
7. The hotel may make its consent to a subsequent reduction in the booked rooms, the hotel's services or the duration of the guests' stay requested by the customer dependent on the price for the rooms and/or for the other services being increased.
8. Invoices of the hotel without a due date are due and payable without deduction within eight days of receipt of the invoice. The hotel is entitled to declare accrued receivables due at any time and to demand immediate payment. In the event of late payment, the hotel is entitled to charge the applicable statutory default interest of currently 8% or, in the case of legal transactions involving a consumer, 5% above the base interest rate. The customer reserves the right to prove lower damages, the hotel reserves the right to prove higher damages. The hotel may charge the customer a reminder fee of € 10 for each reminder sent after default has occurred. All other costs incurred in the context of debt collection shall be borne by the customer.
9. The hotel is entitled to demand a reasonable advance payment or security deposit from the customer upon conclusion of the contract or at a later date. The amount of the advance payment and its due date may be agreed in the contract in writing or in text form. The agreed advance payments will not be refunded. However, if the hotel is able to resell rooms and function rooms at the same price in the event of the customer's withdrawal, the advance payments will be refunded. If the rooms and function rooms cannot be resold at the same price, the customer must pay the difference. 10.
10. In justified cases, e.g. if the customer is in arrears with payment or if the scope of the contract is extended, the hotel shall be entitled, even after conclusion of the contract up to the start of the event, to demand an advance payment or security deposit within the meaning of the above clause 7 or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.
11. The customer may only offset or reduce or exercise a right of retention with an undisputed or legally binding claim against a claim of the hotel.
12. If, after the contract has been signed, circumstances become known which, in the opinion of the hotel, cast doubt on the customer's creditworthiness, the hotel shall be entitled to withdraw from the contract or to provide the agreed services only against advance payment or provision of security.
13. The customer agrees that the invoice may be sent to him electronically.

§ 4 Withdrawal by the customer (cancellation)

1. The customer may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract, another statutory right of withdrawal exists or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as any consent to a cancellation of the contract must be in writing.
2. If the hotel and the customer have agreed in writing or in text form on a date for 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 in text form vis-à-vis the hotel by the agreed date, unless there is a case of delay in performance on the part of the hotel or an impossibility of performance for which it is responsible.
3. If a right of withdrawal has not been agreed or has already expired, there is also no statutory right of withdrawal or termination and if the hotel does not agree to a termination of the contract, the hotel shall retain the claim to the agreed remuneration despite non-utilization of the service. The hotel must offset the income from renting the rooms to other parties as well as the expenses saved. The expenses saved in each case may be calculated as a lump sum in accordance with Clauses 4 and 5, in the case of individually listed rental prices in the amount of 10%. The customer is at liberty to prove that the claim did not arise or did not arise in the amount claimed. The hotel is at liberty to prove that a higher claim has arisen.
4. If the customer withdraws after signing the contract or after expiry of the contractually agreed free withdrawal deadline, the hotel shall be entitled to charge 35% of the lost consumption turnover in addition to the agreed room rental and any additionally booked equipment and the costs for third-party services and/or an agreed minimum turnover. If the customer cancels 30 days before the date of the event, the hotel is entitled to charge 60% of the lost consumption turnover and from the 10th day 85% of the lost consumption turnover.



In the case of events lasting several days, the first day of the event shall be decisive for the calculation of the deadline. The customer is at liberty to prove that the claim did not arise or did not arise in the amount claimed. The hotel is at liberty to prove that a higher claim has arisen. The calculation of the food turnover is based on the formula: agreed menu price plus drinks x number of participants. If no price has yet been agreed for the menu, the lowest priced 3-course menu of the respective valid event offer shall be used as a basis. Drinks will be charged at one third of the menu price.

5. If a conference flat rate per participant has been agreed, the hotel is entitled to charge 60% of the conference flat rate x agreed number of participants in the event of withdrawal after the contract has been signed or after expiry of the contractually agreed free withdrawal deadline before the event date, 75% in the event of withdrawal from 30 days before the start of the event and 85% of the conference flat rate x agreed number of participants in the event of withdrawal from 10 days before the event date or at short notice. In the case of events lasting several days, the first day of the event shall be decisive for calculating the deadline. The customer is at liberty to prove that the claim did not arise or did not arise in the amount claimed. The hotel is at liberty to prove that a higher claim has arisen.

§ 5 Rücktritt des Hotels

1. If it has been agreed in writing or in text form that the customer can withdraw from the contract free of charge within a certain period, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers regarding the contractually booked event rooms and the customer does not waive his right of withdrawal upon inquiry by the hotel. This applies accordingly if an option is granted, if other inquiries are received and the customer is not prepared to make a firm booking after the hotel has set a reasonable deadline.
2. If an agreed advance payment or an advance payment or security deposit required pursuant to § 3 No. 8 and/or 9 is not made even after a reasonable grace period set by the hotel has expired, the hotel shall also be entitled to withdraw from the contract.
3. Furthermore, the hotel is entitled to extraordinarily withdraw from the contract for objectively justified reasons, e.g. if
 - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
 - events or rooms were booked with misleading or false information or concealment of material facts (identity of the customer/organizer, purpose of the rental or stay, ability to pay, etc.);
 - the hotel has reasonable grounds to believe that the event could jeopardize the smooth running of the business, the

safety or the reputation of the hotel in the public eye, without this being attributable to the hotel's sphere of control and organization;

- the purpose or occasion of the event is illegal;
 - there is an unauthorized subletting or re-letting within the meaning of § 1 No. 2;
 - the hotel becomes aware of circumstances that the customer's financial circumstances have deteriorated significantly after conclusion of the contract, in particular if the customer does not settle due claims of the hotel or does not provide sufficient security and therefore payment claims of the hotel appear to be at risk;
 - the customer has filed an application for the opening of insolvency proceedings against his assets, has made an affidavit in accordance with Section 807 of the German Code of Civil Procedure, has initiated out-of-court debt settlement proceedings or has suspended payments;
 - insolvency proceedings are opened against the customer's assets or the opening of such proceedings is refused for lack of assets or for other reasons.
4. Events with unauthorized purposes, such as job interviews, sales, advertising and similar events, may be prohibited by the hotel or demanded to be discontinued.
 5. In the event of justified withdrawal by the hotel, the customer shall not be entitled to claim damages. The hotel may make a flat-rate claim for damages. § 4 clauses 3 to 5 apply accordingly.
 6. The hotel must inform the customer of the exercise of the right of withdrawal without delay.

§ 6 Änderungen der Teilnehmeranzahl und der Veranstaltungszeit

1. The customer is obliged to inform the hotel of the expected number of participants when placing the order. If the number of participants changes by more than 5% compared to the contractual agreement, this must be communicated to the hotel in writing no later than ten working days before the start of the event; it requires the hotel's consent, which should be given in text form.
2. In the event of a reduction in the contractually agreed number of participants by more than 5%, the hotel shall be entitled to charge the contractually agreed number of participants less 5%.

The customer has the right to reduce the agreed price by the additional expenses saved as a result of the lower number of participants.



3. In the event of an increase in the number of participants, the actual number of participants shall be taken as the basis for invoicing. If the number of participants is exceeded by more than 5%, it may no longer be possible to serve the desired menu, unless the hotel has agreed to the change.
4. If the number of participants deviates by more than 10%, the hotel is entitled to redetermine the agreed prices and to change the confirmed rooms, unless this is unreasonable for the customer.
5. If the agreed start or end times of the event are postponed and the hotel agrees to these deviations, the hotel may charge a reasonable fee for the additional services provided, unless the hotel is at fault. If the agreed closing times of the events are postponed and the hotel has to accommodate guests in another hotel due to the delayed evacuation, the customer shall bear all costs incurred for this. Further claims for damages by the hotel remain unaffected.
6. In the case of events lasting beyond 10 p.m., the hotel may, unless otherwise agreed, additionally charge for personnel expenses from this time onwards on the basis of an itemized bill.

§ 7 Bringing food and drinks

The customer may only bring food and beverages to events by agreement in text form with the hotel. In such cases, the hotel may charge a service fee to cover overhead costs. In the event of non-compliance, the hotel is entitled to demand a fixed amount of compensation per participant for the loss incurred that would have accrued to the hotel for the provision of the service. The hotel accepts no liability whatsoever for damage to health caused by the consumption of food and drinks taken along.

§ 8 Technical equipment and connections

1. Insofar as the hotel procures technical equipment, connections and/or other equipment from third parties for the customer at the customer's request, it shall act in the name of, on behalf 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 third-party claims arising from the provision of such equipment.
2. The use of the customer's or organizer's own electrical systems and equipment or those of third parties commissioned by the customer

using the hotel's electricity network requires the hotel's prior consent. Any malfunctions or damage to the hotel's technical equipment caused by the use of these devices and equipment shall be borne by the customer, insofar as the hotel is not

responsible for them. The hotel may record and charge a flat rate for the electricity costs arising from the use.

3. The use of pyrotechnic elements or other stage or effects technology by the customer or the organizer or by commissioned third parties requires the prior written consent of the hotel. In all cases, the customer must comply with the relevant fire safety regulations and requirements. Any additional costs arising from the use of pyrotechnical elements or other stage or effects technology, e.g. the use of fire guards, shall be borne by the customer. The same applies to deployments, including false alarms, by the relevant fire departments, e.g. due to smoke detectors being triggered.
4. With the consent of the hotel, the customer is entitled to use his own telephone, fax and data transmission equipment. The hotel may charge connection fees for this.
5. If corresponding hotel facilities remain unused due to the connection of the customer's own equipment, a reasonable compensation for loss may be charged.

Hotels use.
6. The hotel shall endeavor to remedy any faults in technical or other facilities provided by the hotel immediately upon immediate complaint by the customer. Payments may not be withheld or reduced insofar as the hotel is not responsible for these disruptions.
7. The customer must obtain all official permits and approvals that may be necessary for the event at his own expense. He is responsible for compliance with these permits and all other public law regulations in connection with the event.
8. The customer shall be responsible for handling the formalities and settlements required for self-arranged music performances, sound reinforcement and streaming services with the responsible institutions (e.g. GEMA).
9. The contractual partner may only use the name and trademarks of the hotel in the context of advertising his event with the prior written consent of the hotel.

§ 9 Loss of or damage to items brought along

1. Exhibits or other items, including personal items, are kept in the event rooms or in the hotel at the customer's risk.



The hotel accepts no liability for loss, destruction or damage, including financial loss, except in cases of gross negligence or intent on the part of the hotel. Excluded from this are damages resulting from injury to life, body or health. Furthermore, all cases in which the safekeeping represents a typical contractual obligation due to the circumstances of the individual case are excluded from this exemption from liability. Apart from the cases mentioned in Clause 4, a safekeeping contract requires express agreement. The customer shall be responsible for any necessary insurance of exhibits brought along.

2. Any decoration material brought into the hotel must comply with the technical fire protection requirements. The hotel is entitled to demand appropriate official proof of this. 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 must be agreed with the hotel in advance.
3. Exhibits or other items brought into the hotel must be removed immediately after the end of the event. If the customer fails to do so, the hotel may remove and store the items at the customer's expense. If the items remain in the event room, the hotel may charge a reasonable compensation for use for the duration of their retention. The customer is at liberty to prove that the above-mentioned claim did not arise or did not arise in the amount demanded.
4. Packaging material (cardboard boxes, crates, plastic, etc.) that arises in connection with the delivery of the event by the customer or third parties must be disposed of by the customer before or after the event. If the customer leaves packaging material behind in the hotel, the hotel is entitled to dispose of it at the customer's expense.
5. The customer is not entitled to the provision of auxiliary personnel for the transport and assembly of goods and other items brought in by the organizer or third parties. The delivery of any materials must always take place after coordination and agreement with the hotel. The hotel must be notified in good time of the type and scope of the material to be delivered. The hotel reserves the right to invoice expenses such as personnel, storage or assembly for goods or objects brought in in advance.

§ 10 Liability of the customer for damages

1. If the customer is an entrepreneur, he shall be liable for all damage to buildings or inventory caused by event participants or event visitors, employees, other third parties from his area or himself or his legal representatives.
2. The Hotel may require the Contractual Partner to provide appropriate security (e.g. insurance, deposits, guarantees) to cover any damages.

§ 11 Liability of the hotel

1. The hotel shall be liable with the due care of a prudent businessman in the event of intent, fraudulent intent, gross negligence, failure to comply with of a guaranteed quality, as well as for damages for which it is responsible arising from injury to life, limb or health, in accordance with the statutory provisions. In the event of slight negligence, the hotel shall only be liable if the hotel breaches a material contractual obligation (cardinal obligation or material secondary obligation) or in the event of impossibility or default. In the event of a slightly negligent breach of a cardinal obligation or essential secondary obligation or in the event of impossibility or delay caused by slight negligence, liability shall be limited to typical and foreseeable damage. Liability for indirect damage or consequential damage is excluded in the case of slightly negligent behavior. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Further claims for damages, unless otherwise regulated in § 9, are excluded. Should disruptions or defects in the hotel's services occur, the hotel shall endeavor to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to remedy the disruption and minimize any possible damage. Furthermore, the customer is obliged to inform the hotel in good time of the possibility of exceptionally high damage occurring.
2. If the customer is provided with a parking space in the hotel garage or in a hotel parking lot, even for a fee, this does not constitute a safekeeping agreement. The hotel shall not be liable for loss of or damage to motor vehicles parked or maneuvered on the hotel property and their contents, except in cases of intent or gross negligence. Clause 1 above applies accordingly.
3. Messages, mail and consignments of goods for guests will be handled with care. The hotel will deliver, store and - on request - forward them for a fee. The hotel is entitled to hand over the lost and found to the local lost and found office after a storage period of three months at the latest and to charge an appropriate fee. If there is no recognizable value, the hotel reserves the right to destroy the items after the period has expired. Claims for damages that are not based on intent or gross negligence are excluded. Clause 1 above applies accordingly.

§ 12 Confidentiality and data protection

1. The hotel undertakes to treat all information and documents of which it becomes aware during the execution of the respective contract, in particular business and trade secrets of the customer, as strictly confidential and to obligate its employees accordingly. The subject matter and content of the relevant contract must also be treated confidentially.



Confidential information may not be passed on to third parties and may only be used expressly for the defined purposes. This confidentiality obligation applies beyond the termination of the respective contractual relationship.

2. Data received or taken note of will only be processed and used by the hotel in accordance with the applicable data protection regulations. The hotel undertakes in particular to observe and comply with the provisions of the General Data Protection Regulation (GDPR).
3. Furthermore, the hotel undertakes not to process or use the data provided or taken note of for its own purposes, nor to pass it on to third parties. Unless the processing or use is permitted in accordance with the provisions of the GDPR or the customer gives his consent.
4. Statutory duties to provide information remain unaffected.

§ 13 Final provisions

1. The hotel may make film, photo and video recordings during events, celebrations and meetings or in hotel operations and use these for its own advertising purposes. By booking or reserving the respective event, the organizer/customer agrees to being photographed or filmed during photo, interview and video campaigns and to the hotel acquiring the rights to the images free of charge. The photo or film recordings may be used by the hotel without further claims by the organizer/customer. The organizer shall inform the other participants or guests of this. If the organizer/customer does not consent to being photographed or filmed during an event, he must expressly inform the hotel of this before the start of the event.
2. Amendments or additions to the contract, the acceptance of the order or these terms and conditions must be made in writing and must expressly refer to the contract or the terms and conditions; this also applies to amendments to this written form clause. Unilateral amendments or additions by the customer are invalid.
3. place of performance and payment is Potsdam. The exclusive place of jurisdiction - also for check and bill of exchange disputes - is Potsdam in commercial transactions. If a contractual partner fulfills the requirements of § 38 para. 2 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be Potsdam. However, the hotel may also sue the customer at the customer's place of business. The same applies to customers who do not fall under sentence 1 if they do not have their registered office or place of residence in a member state of the EU.
4. The law of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
5. Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. shall not be affected. In

this case, the contracting parties undertake to replace the invalid or void provision with a valid provision corresponding to the economic purpose of the invalid or void provision. In all other respects, the statutory provisions shall apply.

6. Separate general terms and conditions apply to the hotel accommodation contract.
7. In accordance with the legal obligation, the hotel points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR platform").

<http://ec.europa.eu/consumers/odr/>

However, the hotel does not participate in dispute resolution proceedings of consumer arbitration boards.

