



GENERAL TERMS AND CONDITIONS FOR EVENTS

I. Area of application

1. These Terms and Conditions apply for contracts regarding the leasing of conference, banqueting and other event rooms of the Hotel for the carrying out of events such as banquets, seminars, conferences, exhibitions, trade fairs etc. as well as for all other deliveries and services of the Hotel in connection with this.
2. The Organiser is the person who appears as the client vis-à-vis the Hotel; if this person is not the actual Organiser, the Organiser and the person appearing as the authorised person are jointly and severally liable.
3. The leasing, in particular the sub-leasing of the rooms leased or another object which is the subject of lease, as well as their use for lectures, sales or similar events require the prior written agreement of the Hotel. If the Hotel does provide its consent, the Organiser is obligated to impose general duties included in the contract or respectively in these General Terms and Conditions for possible third parties which it leases the rooms to, and to inform third parties about general duties of care within the framework of a tenancy, in particular the considerate treatment of the leased property.
4. These General Terms and Conditions apply exclusively. The Hotel does not recognise opposing, differing or supplementary terms and conditions of the customer, unless the Hotel has agreed to the expressly in writing.
5. The General Terms and Conditions therefore also apply if the Hotel carries out the services unreservedly for the customer in knowledge of the customer's terms and conditions.

II. Services, Prices, Payment, Offsetting

1. The Hotel is obligated to perform the agreed services.
2. The Organiser is obligated to pay the agreed or respectively commonly requested prices from the Hotel for the agreed deliveries and services and other deliveries and services claimed. This also applies for deliveries and services to third parties (including ancillary services such as consumption, telephone calls etc.).
3. The agreed prices include the particular statutory value-added tax. Should the sales tax applicable to the contracted services increase or decrease after the conclusion of the contract, the price shall be adjusted with a separate agreement. If the period between the conclusion of contract and the fulfilment of the contract according to the contract agreements exceeds four months, and if the price calculated by the Hotel generally for such services increases, the Hotel can increase the contractually agreed price appropriately, but by 5 % at the most.
4. The Hotel is entitled to increase the prices if local taxes (culture tax, health resort tax on visitors, etc.) for the accommodation are increased. The increase in price is limited to the costs of the abovementioned taxes.
5. If a lump-sum for a conference is agreed, this is per day of the event and participant, provided that nothing else is agreed.
6. The Hotel is entitled to claim an advanced payment amounting to 100 % of the estimated total costs of the event, including all room rentals, food, drinks and, where applicable, hotel room costs. Possible other rules and regulations require a separate written agreement. The invoices from the Hotel are due immediately upon receipt of the invoice without any deduction on payment, insofar as no other payment conditions are expressly agreed. The Hotel is entitled to make accrued claims payable at any time and to request immediate payment. In the case of default on payment, the Hotel is entitled to request default interest amounting to 10% above the base rate for companies, and 5% above the base rate for consumers. The Hotel reserves the right to prove higher damages.
7. The Organiser can only offset claims of the Hotel with undisputed or legally valid counter-claims or respectively exercise a right of retention.

III. Rescission by the Hotel

1. If an agreed advance payment is not paid on time, the Hotel is entitled to rescind the contract. The Hotel can moreover demand compensation for damages due to non-performance.
2. Furthermore, the Hotel is entitled to rescind the contract for an objectively justified reason, for example: force majeure or other circumstances which the Hotel is not responsible for and which make the performance of the contract impossible or make it unreasonably difficult for the Hotel; event rooms were booked stating misleading or false material facts, e.g. the identity of the Organiser or the purpose of the rental; the Hotel has justified reason to assume that the claim to Hotel services can put at risk the smooth operation of business, security or the public reputation of the Hotel, without this being attributable to the Hotel's sphere of responsibility; I. 3 of these General Terms and Conditions is breached; the Hotel is closed.
3. In the case of justified rescission by the Hotel, the Organiser has no claim for compensation for damages.

IV. Rescission by the Organiser (counter order, cancellation)

1. The Organiser is only entitled to rescission free of costs if this is agreed in writing. Otherwise the Hotel is entitled in the case of a cancellation to charge the agreed rental price for event rooms and facility fees, provided that it is not possible to lease the rooms to others.
2. Insofar as food and drinks sales are agreed, these shall be charged proportionately as follows in the case of cancellations:
If the Organiser rescinds up to 6 months before the event date, the Hotel is entitled to charge 30 % of the agreed food and drinks sales.
If the Organiser rescinds up to 6 to 3 months before the event date, the Hotel is entitled to charge 40 % of the agreed food and drinks sales.
If the Organiser rescinds up to 3 to 1 months before the event date, the Hotel is entitled to charge 50 % of the agreed food and drinks sales.
If the Organiser rescinds from 1 month to 1 week before the event date, the Hotel is entitled to charge 75 % of the agreed food and drinks sales.
If the Organiser rescinds less than 5 work days before the event date, the Hotel is entitled to charge 90 % of the agreed food and drinks sales.
If no price has yet been agreed for the menu or buffet, the most inexpensive 3 course menu or buffet of the particular valid event offer shall form the basis. Expenses saved are thereby settled. The Organiser always reserves the right to prove lower damages, the Hotel always reserves the right to prove higher damages.
3. Insofar as a conference lump-sum has been agreed, these shall be charged proportionately as follows in the case of cancellations:
If the Organiser rescinds up to 6 months before the event date, the Hotel is entitled to charge 30 % of the agreed conference lump-sum price.
If the Organiser rescinds up to 6 to 3 months before the event date, the Hotel is entitled to charge 40 % of the agreed conference lump-sum price.
If the Organiser rescinds up to 3 to 1 months before the event date, the Hotel is entitled to charge 50 % of the agreed conference lump-sum price.
If the Organiser rescinds 1 month to 1 week before the event date, the Hotel is entitled to charge 75 % of the agreed conference lump-sum price.
If the Organiser rescinds less than 5 work days before the event date, the Hotel is entitled to charge 90 % of the agreed conference lump-sum price.
4. The Organiser's payment obligations according to Para. IV 1) to IV 3) do not arise if the Organiser rescinds for a reason which the Hotel is responsible for.

DG Steinplatz Hotelgesellschaft mbH
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V. Number of participants, changes in the number of participants, and changes in the time of the event

1. A change in the registered number of participants by the orderer or the Organiser by more than 5 % must be submitted at the latest 7 days before the beginning of the event at the banqueting department in order to be recognised by the Hotel for invoicing. For changes which go beyond this, the original number of participants registered forms the basis, minus 5 %.
2. An increase in the number of participants of more than 5 % requires the written consent of the Hotel. In the case of an increase, the actual number of participants shall form the basis of the invoice.
3. In the case of a deviation in the number of participants by more than 10 %, the Hotel is entitled to change the agreed rooms, provided that the size of the new rooms is suitable for the last number of participants communicated and the rooms are comparably equipped.
4. If the agreed start and finish times of the event are postponed without the prior written consent of the Hotel, the Hotel can charge additional costs for the commitment made according to § 315 BGB [German Civil Code], unless the Hotel is at fault for the postponement.
In the case of changes in time beyond midnight, the Hotel is entitled to charge 5.00 € including VAT per guest and hour. The agreed number of participants is the basis for the number of guests.
5. Displays are not allowed in the foyer or in the lobby. Placing advertising material requires the prior written consent of the Hotel.
6. The seating for the event rooms must be coordinated with the Hotel up to 3 days before the beginning of the event. In the case of short-term changes in the seating, the Hotel reserves the right to charge an additional € 35.00 per working hour by time and material.

VI. Bringing in food and drink

1. The Hotel exclusively provides food and drinks for events. Exceptions to this require a written agreement. In these cases, an amount to cover the overheads ("corkage") shall be determined. The Organiser is fully liable for the food and drinks being brought in being harmless to health and releases the Hotel in this regard from any claim from third parties.

VII. Technical equipment and connections

1. Insofar as the Hotel obtains technical and other equipment from third parties for the Organiser at its instigation, it acts in the name of, on the authority of and on account of the Organiser. The Organiser is liable for careful handling and proper return. He releases the Hotel from all claims from third parties arising from the leasing of this equipment.
2. The use of the Organiser's own electrical equipment or electrical equipment of commissioned third parties using the power supply system of the Hotel requires the Hotel's prior written consent. Disruptions or damages arising from the use of this equipment to the technical facilities of the Hotel shall be charged to the Organiser, insofar as the Hotel is not responsible for this. Power costs incurred from the use may be recorded and charged in a lump sum by the Hotel.
3. The Organiser is only entitled to use his own telephone, fax and data transfer equipment with the agreement of the Hotel. The Hotel can request a connection fee for this.
4. Should the Organiser obtain technical or other equipment from third parties, the Hotel is also entitled to charge a daily lump sum amounting to € 200.00 plus VAT for the instruction and acceptance through the Hotel technician on the mounting day.

VIII. Defects, liability, prescription

1. Should defects arise in the deliveries or services of the Hotel or respectively services should be disrupted, the Organiser is to report this immediately after it is determined so that the Hotel has the opportunity to find a remedy as quickly as possible or respectively produce conformity with the contract for the deliveries and services. Insofar as this is not possible because of the nature of the defect/ the disruption or for other compelling reasons or it is to be expected of the Organiser, reports of defects must in any case be raised at the latest on the occasion of the return of the rooms to the Hotel. The Organiser is obligated to keep damages incurred by him as low as possible.
2. Otherwise the Hotel's liability is limited to defects in services which are typical to the service, which are based on intent or gross negligence by the Hotel. This applies in particular for claims based on promised qualities and fault upon conclusion of contract.
3. Claims of the customer because of non-performance or defective performance or for reasons of other liability of the Hotel prescribe at the latest in six months, calculated from the agreed day of the end of the event according to the contract regarding the leasing of event rooms, subject to a possible shorter statutory prescription period.

IX. Loss of or damage to things belonging to the Organiser, his guests, visitors, etc. brought in

1. Display objects or personal things of the Organisers, his visitors, guests, employees, etc. brought along are held in the Hotel or respectively the event rooms at the risk of the Organiser. The Hotel assumes no duty to guard or keep safe. The Hotel assumes no liability for loss, destruction or damage of objects brought along except in the case of gross negligence or intent. The Organiser is responsible for insuring objects brought along.
2. Otherwise the Hotel is only liable in the case of breach of material contract duties and liability is limited to the particular amounts insured in the business liability insurance, except in cases of intent and gross negligence.
3. Decorative material brought along is to meet the fire safety requirements. The Hotel is entitled to request an official certificate for this. On the basis of possible damages, the installation and hanging of objects on walls and ceilings is only permissible with the prior written consent of the Hotel.
4. All display or other objects brought along by the Organiser or participants in the event, as well as the packaging for it are to be disposed of by the Organiser immediately after the end of the event. If the Organiser does not fulfil his duty to clean up immediately, the Hotel may undertake the removal and storage at the expense of the Organiser. If the objects remain in the event room, the Hotel can charge the rent for the room for the duration that they remain there. The Organiser reserves the right to prove lower damages, the Hotel reserves the right to prove higher damages.

X. Liability and other duties of the Organiser

1. The Organiser is liable for all damages to the building of the Hotel and its furnishings, which are caused by the Organiser, participants in the event, visitors to the event, employees of the Organiser, or other third parties allocated to his area. The Hotel can request appropriate securities (e.g. insurance, deposits, bonds etc.) from the Organiser to safeguard the liability risk.
2. The Organiser is to ensure that any disposal of waste or respectively connected special cleaning of the rooms is charged to the Organiser according to the pertinent statutory provisions on separation and other treatment.
3. The employment of external security services requires the prior written consent of the Hotel.

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4. If the rights of third parties (copyrights, etc.) are affected at events, the Organiser is obligated to apply for corresponding authorisations at his own costs before the event and to pay fees accruing directly (GEMA fees etc.). Should fees or compensation for damages be claimed against the Hotel for the reasons stated, the Organiser releases the Hotel from such fees or claims for compensation for damages.
5. Photographic recordings for advertising purposes may only be made in the Hotel with its prior written consent.
6. Newspaper advertisements referring to the events in the Hotel likewise require the prior written consent of the Hotel.
7. In the entire Hotel and its event rooms, as well as public spaces, there is a strict smoking ban. If this is breached, the Hotel is entitled to claim a contract penalty amounting to € 500.00.

XI. Final provisions

1. Changes and additions to the contract regarding the leasing of event rooms or these Terms and Conditions require the written form in order to be effective.
2. The place of performance and payment is Berlin.
3. The exclusive court of jurisdiction, also for disputes regarding cheques and bills of exchange, is the court of the place of performance named in Para. XI. 2). Its jurisdiction is hereby agreed in any case, also with regard to those Organisers which satisfy the requirements of Section 38 Para. 1 ZPO [German Code of Civil Procedure] and/ or have no general jurisdiction domestically (whereby the Hotel in the latter case is also entitled to raise claims in the general jurisdiction of the Organiser abroad, as it chooses).
4. German law applies exclusively. The UN CISG and law of conflicts is excluded.
5. Should individual provisions of the contract regarding the leasing of event rooms and/ or these Terms and Conditions be or become ineffective, the effectiveness of the remaining provisions shall not be affected by this. Otherwise the statutory provisions apply.

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