

# General Terms and Conditions for Holding Events at Dorint Hotels & Resorts in Switzerland

## I. Scope

1. These Terms and Conditions apply to contracts for the letting of the Hotel conference, banqueting and event rooms for the purposes of holding banquets, seminars, meetings, etc. and all related services and activities (subsequently referred to as "services") provided by the Hotel (hereinafter called "the Hotel").
2. The sub-contracting or re-hire of rooms, surfaces or display cabinets and invitations to interview, sales or similar events require the prior written approval of the Hotel (Article 540 paragraph 1 clause 2 of the Civil Code will be waived).
3. The Terms and Conditions of the customer will only be applied if they are previously agreed in writing.
4. Within the meaning of the Terms and Conditions, customers are consumers or business concerns as described in Articles 13 and 14 of the Civil Code.

## II. Contract agreement, contracting parties, liability and limitations

1. The contract becomes valid when the Hotel accepts the customer's application. If the Hotel makes the customer a firm offer, then the contract takes effect from the customer's acceptance of the Hotel's offer.

In either case it is open to the Hotel to confirm the contractual agreement in writing.

2. The contracting parties are the Hotel and the customer. If the customer / person placing the order is not the event organiser, or if a commercial agent or organiser is engaged as event organiser, then the event organiser is jointly liable with the customer for all obligations arising from this contract, provided that the Hotel is provided with a declaration to this effect from the customer or the event organiser.
3. The Hotel shall be responsible for its obligations arising from the contract, exercising the care expected of a reasonable trader. Any customer claims for compensation will not be countenanced. Exclusions to this apply to compensation arising from death, bodily injury or damage to health, if the Hotel has to answer for dereliction of duty, or other damages that involve a premeditated or negligent breach of duty on the part of the Hotel, or involve any premeditated or negligent breach of its contractual duties. A breach of duty by a legal representative or agent is equivalent to that of the Hotel itself. Should there be any faults or shortcomings in the services provided by the Hotel, the Hotel will make every effort to correct this if the customer has brought these to its attention or made his objections promptly known. The customer is obliged to make reasonable effort to rectify any faults or minimise any possible loss or damage, and to bring any faults or damage immediately to the Hotel's attention. The customer is also obliged to advise of the likelihood of any possible serious loss or damage in good time.
4. Any claims made by the customer or a third party against the Hotel shall lapse 1 year after their declaration which initiates the normal limitation period in accordance with Article 199 paragraph 1 of the Civil Code. Claims for compensation against the Hotel lapse at the latest after a term of 5 years, irrespective of the time of cognizance. These limitations do not apply in the event of claims involving wanton or grossly negligent dereliction of duty on the part of the Hotel, or bodily injury or damage to health that is attributable to the Hotel, or loss of life attributable to the Hotel.

## III. Services, tariffs, payment, offsetting

1. The Hotel is obliged to provide the services that the customer has ordered and to which it has agreed.
2. The customer is obliged to pay the agreed or regular Hotel prices for these and any further services involved. This also applies to services and expenses that he requests the Hotel to make over against third parties, especially for the requirements of copyright societies.
3. The agreed prices shall include turnover tax at the appropriate rate according to law. Should the period between the agreement of the contract and the event exceed 4 months, or should the price calculated by the Hotel for these services rise, then the contractually agreed price may also be increased proportionately, but only by a maximum of 5%.
4. Hotel invoices without a payment date are payable in full within 10 calendar days of receipt. The Hotel is entitled to demand payments outstanding at any time, and to require immediate payment. In the event of delay in payment, the Hotel is entitled to demand the appropriate legal late payment interest of 8% above the current basic interest rate or 5% above the basic interest rate in the case of legal transactions involving the customer. Furthermore, the Hotel shall charge a fee of CHF 5 for every reminder on payment arrears that it sends.  
The Hotel reserves the right to provide evidence of entitlement to a higher claim to damages.
5. The Hotel is entitled to require an appropriate advance payment at any time. The amount of prepayment and the dates of payment may be agreed in writing by contract.
6. The customer can only offset or reduce the Hotel's payment demands by means of an unchallenged legal claim.

## IV. Withdrawal of the customer (counter-order or cancellation) / failure to make use of the Hotel's services (no show)

1. The customer's withdrawal from a contract agreed with the Hotel requires the written approval of the Hotel. Failing this, the agreed room hire charge and services required by third parties arising from the contract must be paid in the event that the customer does not take up the services contracted and it is not possible to rehire the premises.  
This does not apply if the Hotel defaults or if it is impossible for the Hotel to supply the services.
2. Provided that a date for withdrawal from the contract without penalty has been agreed in writing between the customer and the Hotel, the customer may withdraw from the contract without penalty up to this date, without the Hotel making any claim for payment or compensation. The customer's right to withdrawal is extinguished if he does not exercise his right to withdraw by notifying the Hotel in writing by the agreed date, providing that the conditions described in IV. paragraph 1. sentence 3 above do not apply.
3. Should the customer withdraw between the 8th and the 4th week before the event, the Hotel is entitled to invoice for 35% for lost catering revenue in addition to the hire charge, and to invoice for 70% of the lost catering revenue if the customer withdraws later than this.
4. The catering revenue shall be calculated using the formula: menu price for the event x number of participants. If no price for the menu had been agreed, then this shall be based upon the most economically priced three-course menu applicable to the quotation for the event.
5. If a flat rate attendance fee for each participant was agreed, then the Hotel is justified to invoice at the rate of 60% of the flat rate attendance fee x the number of participants for withdrawal between the 8th and the 4th week before the date of the event, and at 85% for a later withdrawal.
6. Paragraphs 3.-5. above incorporate a discount for expenditure saved. The customer is at liberty to provide evidence that the charge required has not been incurred or not to the extent claimed.

## V. Withdrawal by the Hotel

1. Provided that the customer's right to withdraw without penalty within a particular time period has been agreed in writing, the Hotel is also for its part entitled to withdraw without penalty within this time period if applications from other customers for the event rooms reserved under contract are to hand, and the customer does not waive his right to withdraw when contacted by the Hotel.

2. The Hotel is also entitled to withdraw from the contract if an advance payment as agreed or as demanded in accordance with III. paragraph 5. is not made, even after an appropriate period of grace set by the Hotel has elapsed.
3. Furthermore, the Hotel is entitled to withdraw from the contract if it is unjustified for well-founded reasons, especially in the event that:
  - an act of God or other circumstances beyond the control of the Hotel make the fulfilment of the contract impossible;
  - events are booked giving a misleading or a false description of essential facts relating to them (e.g. in respect of the customer or the purpose);
  - the Hotel has good grounds for supposing that the event might jeopardise the smooth running of the Hotel's operations, or the safety or the reputation of the Hotel in the public eye in a way that is beyond the control or scope of the Hotel's organisation;
  - there is any breach of I. paragraph 2. or X. paragraph 2.
4. If the Hotel justifiably withdraws, the customer shall make no claim for compensation.

## VI. Changes to the number of participants and the timing of the event

1. Any change to the numbers of participants that exceeds 5% must be notified to the Hotel at least 5 working days before the beginning of the event; this requires the Hotel's approval in writing.
2. A reduction in the number of participants by the customer up to a maximum of 5% shall be recognised by the Hotel when invoicing. Any further variations shall be based on the originally agreed number of participants less 5%. The customer has the right to reduce the agreed price if he can provide detailed evidence of expenses saved based on the smaller number of participants.
3. If there are variations in numbers upwards, the actual number of participants will be invoiced.
4. If numbers of participants vary upwards or downwards by more than 10%, the Hotel is unilaterally entitled to establish a newly agreed price and to change the rooms confirmed, unless this is, in exceptional circumstances, unacceptable to the customer.
5. Should the agreed times for the beginning and end of the event be adjusted, and the Hotel agrees to these variations, then the Hotel may make an appropriate charge for its willingness to provide additional services unless the Hotel is to blame for this.

## VII. Bringing in food and drink

1. In principle, the customer may not bring food and drink into the events. Exceptions require the Hotel's prior written agreement. In such cases, an appropriate contribution to cover general costs will be charged.

## VIII. Technical equipment and connections

1. Insofar as the Hotel shall provide the technical or other devices / equipment of third parties for the customer at his instigation, it is acting in the name, on the authority and on behalf of the customer.

The customer is responsible for handling equipment carefully and returning it safely. He shall comprehensively exempt the Hotel from any claims made by third parties arising from allowing them to use these devices / this equipment.

2. The customer's use of his own electrical appliances with the Hotel's mains supply requires its prior written approval. Any faults or damage caused to the Hotel's technical equipment through the use of these tools shall be charged to the customer, insofar as the Hotel cannot be held responsible for these. The Hotel may issue or levy a fixed charge for the cost of the electricity consumed.
3. With the prior written approval of the Hotel, the customer is entitled to use his own telephone, fax and data transmission devices. The Hotel may request an appropriate connection fee for this.
4. Should the Hotel's own devices / equipment remain unused because the customer is using his own appliances, then an appropriate refund may be made.
5. Faults in technical or other devices that the Hotel makes available shall be remedied as quickly as possible. Payments may not be withheld or reduced if the Hotel is not responsible for these faults.

## IX. Loss or damage to items brought into the Hotel

1. The customer brings equipment or other articles (including personal possessions) into the event rooms or Hotel at his own risk. The Hotel shall accept no liability for loss, destruction or damage except where the Hotel has acted with gross negligence or malice aforethought. Any display material brought into the Hotel must fully comply with fire regulations. The Hotel shall be entitled to request official proof of this. If such proof is not produced when requested, the Hotel shall be entitled to remove at the customer's expense any materials that he has already brought in at his own expense. Each individual item set up and/or fitted must be previously agreed with the Hotel in case of possible damage.
2. Equipment or other items that are brought in must be immediately removed after the event. Should the customer fail to do this, the Hotel may charge the customer for removing and storing them. If articles are left behind in the event rooms in breach of the contract, the Hotel may charge compensation for loss of use for the period that they remain there. The customer is at liberty to provide evidence that such a claim has not arisen or is unjustifiably high. Moreover, the Hotel reserves the right to establish proof of and charge for a higher rate of compensation.

## X. The customer's liability for damage

1. The customer shall be liable for any damage to the building or the Hotel that may be caused by those participating in the event or his visitors, personnel, other third parties not within his purview or by him himself. If the customer is a business concern, he is liable independently of whether proof of blame is established by the Hotel; a consumer will only be liable if he is at fault.
2. The Hotel may at any time require the customer to produce appropriate guarantees (e.g. insurance, deposits, sureties, etc.).

## XI. Final provisions

1. Any amendments or additions to this contract, the proposal acceptance or these Terms and Conditions for Events must be made in writing. Any unilateral alterations or additions by the customer shall be void.
2. The contract shall be executed and payment shall be made at the company office of the Hotel concerned.
3. Insofar as not in conflict with legislation in Switzerland, the court of jurisdiction for commercial transactions, including cheque and currency disputes, shall be Cologne. Provided that a contracting party fulfils the requirements of Article 38 paragraph 2 of the Code of Civil Procedure and has no general place of jurisdiction within Germany, the Hotel's registered office shall act as the place of legal jurisdiction.
4. Insofar as not in conflict with legislation in Switzerland, German law shall apply to this contract.
5. Should individual provisions of these General Terms and Conditions for Holding Events prove inoperative or are or become null and void, the effectiveness of the other provisions shall remain unaffected. For the rest, legal regulations shall apply.