The German version of our Terms & Conditions takes precedence over the English version. In case of doubt, the German version shall be taken as reference.

**GENERAL TERMS AND CONDITIONS FOR EVENTS HOTEL RATSWAAGE**

**1 SCOPE OF APPLICABILITY**

The following terms and conditions shall apply to contracts for the rental of the hotel's conference, banquett, and convention rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other additional services and services provided in connection therewith to the customer.

*The hotel’s prior consent in written form is required if the rooms, areas, or display cases are to be rented or subject to a third party, or if invitations are issued for introductory interviews, sales promotions, or similar events, whereby the content of the event, its duration, and also any activities on the premises which may lead to public disturbance, must be stipulated in advance. In addition, the hotel is entitled to require official evidence thereof. Should such proof not be given, then the hotel shall be entitled to remove the equipment or the event from the hotel and cancel the contract.*

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**2 CONTRACT, PARTIES, LIABILITY, STATUTE OF LIMITATIONS**

*The hotel and the customer are the contracting parties. The contract shall come into force upon the hotel’s acceptance of the customer’s offer. At its discretion, the hotel may confirm the room reservation in written form.*

*The hotel is liable for harm inflicted on life, limb and physical health. Further, it is liable for any damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. A damage claim is admissible to the extent that the hotel is at fault. If a statutory or contractual claim for damages is denied, the hotel shall prove that it is not at fault. In all other cases, the hotel is liable for damage only to the extent that the hotel is at fault. The hotel is liable for harm caused by the hotel’s own employees or by other persons under its control. In the event of gross negligence or purposeful violation of contract conditions, the hotel also bears liability for slight negligence. Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations period. This shall neither apply to damage claims nor to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.*

**3 DATA SECURITY**

*Personal data of hotel guests of the Hotel Ratswaage Magdeburg are only used for the purposes of the fulfillment of the contract as well as the customer care. Alongside with the data protection requirements of the EU General Data Protection Regulation the Federal Data Protection Act is obeyed in its current valid version.*

*The Hotel Ratswaage Magdeburg has the right to make use of affiliated companies, as well as selected third party service provider, to the necessary extent to process the data and to transmit personal data according to this section to the companies mentioned above and have them processed there. The transmission of data to a third party only takes place to the extent that it is required to perform the hosting agreement or an event.*

*The hotel reserves the right to publish on its website pages or in its hospitality services the contact information of companies that are responsible for the provision of the facilities or equipment.*

**4 SERVICE, PRICES, PAYMENT, SET-OFF**

*4.1 The hotel is obliged to render the services ordered by the customer and agreed upon by the hotel.*

*4.2 The customer is obliged to pay the agreed or applicable hotel prices for rooms provided and for other services accepted. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel disburses. In particular, this applies to claims of copyright collecting agencies.*

*4.3 The agreed prices include all taxes in effect at the time of the conclusion of the contract.*

*4.4 The customer is obligated to pay the hotel prior to completing the event. In the event of associated services, the payment is required upon completion of the services. If fees are due upon completion of the services and are not paid within the due date, the hotel may charge a flat fee for the services in accordance with the statutory rules concerning the consequences of default of payment apply.*

*4.5 The hotel is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in written form on the contract. The statutory rules concerning the consequences of default of payment apply.*

*4.6 In principle, payment is due on the date of completion of the services or on the due date in case of advance payment or in case of advance payment and/or security agreed in the contract, the hotel shall be entitled, also after the advance payment or a security within the meaning of the above-mentioned No. 3.5 or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration.*

*4.7 The hotel may only set-off, reduce or clear a claim of the hotel with a claim which is undisputed or decided with final, non-objectionable dispute.*

**5 WITHDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT)**

*5.1 The customer can only withdraw from the contract concluded with the hotel, if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of withdrawal exists or if the hotel gives its explicit consent to the withdrawal of a right of withdrawal. On the conclusion of a formal agreement or on withdrawal from the contract shall be written from a formal agreement. Insofar as the hotel and the customer have agreed upon a date for a cost-free withdrawal from the contract, the customer may be required to withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer is entitled to withdraw from the contract up to the date of withdrawal without any cost. In the event that a contract’s right of withdrawal was not agreed or was expired, a statutory right of withdrawal or cancellation is not given and the hotel does not give its consent to the cancellation of the contract the agreed hotel services shall be paid by the customer. If the customer cancels the contract, the hotel is entitled to refuse the rooms to other parties as well as for paid expenses. Saved expenses can be assessed in a lump sum according to No. 4.4, 4.5 and 4.6. The customer is entitled to prove that the above-mentioned claim has not accrued or has not amounted to the demanded sum. The hotel is entitled to show that a higher claim has arisen.*

*5.2 If the hotel was not responsible for the withdrawal, the hotel shall be entitled to charge the customer for the benefit of the hotel, which includes the cost of rebooking the rooms to other parties as well as for paid expenses. Saved expenses can be assessed in a lump sum according to No. 4.4, 4.5 and 4.6. The customer is entitled to prove that the above-mentioned claim has not accrued or has not amounted to the demanded sum. The hotel is entitled to show that a higher claim has arisen.*

*5.3 The customer must also set off in writing, within five working days prior to the beginning of the event, the hotel’s claim for the benefit of the hotel in case of a charge, which is required by the hotel. If the claim is not set off in writing, the hotel is entitled to charge the customer accordingly. The customer’s claim that the hotel was not responsible for such malfunctions, payment may not be withheld or reduced.*

**6 WITHDRAWAL OF THE HOTEL**

*6.1 In principle, the hotel can withdraw from the contract if a wrong from the customer is withdrawn from the contract at no cost within a certain period of time, the hotel is entitled to withdraw from the contract during this period of time, if inquiries from other customers regarding the contractually reserved event rooms exist and the customer, upon inquiry by the hotel, does not waive his right of withdrawal.*

*6.2 The hotel is entitled to withdraw from the contract if a wrong from the customer is withdrawn from the contract at no cost within a certain period of time, the hotel is entitled to withdraw from the contract during this period of time, if inquiries from other customers regarding the contractually reserved event rooms exist and the customer, upon inquiry by the hotel, does not waive his right of withdrawal.*

**7 CHANGES IN NUMBER OF PARTICIPANTS AND TIME OF EVENT**

*7.1 An increase of the number of participants by more than 5% shall be communicated to the hotel no later than five working days before the beginning of the event; the hotel must give its consent, preferably in written form. The invoice will be based on the increased number of participants. In the event that the number of participants is higher than agreed on, the customer shall be required to communicate the increased number of participants to the hotel as soon as possible.*

*7.2 A reduction in the number of participants, which is not agreed to by the hotel, shall be in written form from the time of the event.*

**8 FLOOR SPACE AND OTHER FACILITIES AND EQUIPMENT**

*8.1 The customer is liable for the careful handling and proper return of the equipment. The customer shall indemnify against claims arising from the provision of the facilities or equipment.*

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*8.3 Consent is required for the use of the customer’s electrical systems on the hotel’s electrical circuit. The customer shall be liable for damages or malfunction of or damage to the hotel’s technical facilities caused by using such equipment, to the extent that the hotel is not at fault. The hotel may charge a flat fee for electricity costs incurred through such usage.*

*8.4 The hotel is entitled to use the customer’s telephone, fax, and data transfer equipment with the hotel’s consent. The hotel may charge a connection fee.*

**9 TECHNICAL FACILITIES AND CONNECTIONS**

*9.1 The extent the hotel obtains technical and other facilities or equipment from third parties for the customer’s use is determined by the name of the party and for the account of the customer.*

**10 LIABILITY**

*10.1 Amendments to the contract, the consent, the offers, or these general terms and conditions shall be made in written form. Unilateral amendments or supplements by the hotel are invalid. Without the hotel’s prior consent in writing, the hotel is not bound by its own knowledge of other events, which may lead to the hotel being unable to perform the contract.*

*10.2 The hotel is not obligated to indemnify the customer for any damages incurred by the hotel in case of a force majeure event or other circumstances beyond the control of the hotel. The hotel is not responsible for any malfunctions with the supporting facilities or equipment.*

**11 FINAL PROVISIONS**

*11.1 The hotel may require the customer to provide reasonable security, such as a credit card guarantee.*

**12 LOSS OF OR DAMAGE TO PROPERTY BROUGHT IN**

*12.1 Customer shall bear the risk of loss or damage of objects on exhibit or other items including personal property brought into the event rooms/hotel. The hotel assumes no liability for loss, destruction, or damage to or of such objects. The customer is responsible for the insurance of its own property. If the event participants are liable for the damage to objects brought in, the customer is responsible for the insurance of such items.*

*12.2 The hotel is not liable for damage to objects on exhibit or other items including personal property brought into the event rooms/hotel. The hotel assumes no liability for loss, destruction, or damage to or of such objects. The customer is responsible for the insurance of its own property. If the event participants are liable for the damage to objects brought in, the customer is responsible for the insurance of such items.*

**12.3 Should individual provisions of these general terms and conditions for Events or be become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.**

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