



I. Area of Application

1. These General Terms and Conditions apply to rental agreements for conference, banquet and event rooms at the hotel for the purpose of holding events such as banquets, seminars, conferences, etc., as well as to all related services and deliveries provided by the hotel.

The 'General Terms and Conditions for Hotel Room Rental Contracts' apply to contracts for the rental of hotel rooms and to all related services and deliveries provided by the hotel.

2. The subletting or re-letting of the rooms, areas, or display cases provided, as well as invitations to interviews, sales or similar events in the rooms provided, require the hotel's prior written consent.

3. Any type of advertising, information, or invitations that establish a connection to the hotel require the hotel's prior written consent.

4. The contractual partner's general terms and conditions shall not apply. Supplementary terms and conditions of the customer are also excluded, unless their validity has been agreed in writing prior to the conclusion of the event contract.

II. Conclusion of the Contract, Contracting Parties, Liability under the Contract, Statute of Limitations

1. The rental agreement shall be deemed concluded as soon as the contractual partner has confirmed the agreement in writing and the hotel has accepted it.

2. If the customer is not the organiser **themselves** or if a commercial agent or organiser is engaged by the organiser, the agreement shall only come into effect when the organiser has assumed joint and several liability for the obligations of the agreement alongside the customer by countersigning the agreement.

3. The hotel shall not be liable for any damage incurred unless the damage is due to an intentional or grossly negligent breach of duty by the hotel. This limitation of liability does not apply to damage resulting from injury to life, limb or health caused by the hotel.

4. The regular limitation period for all claims by the customer is one year. Regardless of the customer's knowledge or gross negligence, all claims become void at the latest five years after they arise.

III. Services, Prices and Payment Terms, Security, Offset

1. The organiser is obliged to pay the hotel's prices according to the valid hotel price list for the agreed provision of the premises, etc. and other services and deliveries, unless otherwise agreed. This also applies to services and expenses incurred by the hotel to third parties in connection with the event.

2. **The agreed prices include the applicable statutory value added tax (VAT). The hotel reserves the right to adjust prices in the event of future statutory changes to taxes or other levies.** If the period between concluding the contract and fulfilling it exceeds 12 months and unforeseeable price increases occur, the hotel may increase the **contractually agreed price by a reasonable amount** but by no more than 10%.

3. Unless other terms of payment have been expressly agreed, the hotel's invoices are due for payment immediately upon receipt of the

invoice without any deductions. The organiser **will** be in default if **they** do not pay within ten days of receiving the invoice.

4. The hotel is entitled to demand a reasonable advance payment at any time.

5. The customer may only offset a claim against a claim by the hotel if the claim is undisputed or legally binding.

IV. Cancellation by the Organiser

1. The customer must withdraw from the hotel event contract in writing and with the consent of the hotel. If this does not happen, the contractually agreed price must be paid, even if the customer does not make use of the contractual services.

Cancellation conditions

2. After conclusion of the contract, the contractor may reduce/cancel once free of charge as follows:

- up to **56 days** before arrival/start of the event
100% of the agreed total volume free of charge;
- **55 to 42 days** before arrival/start of the event
50% of the agreed total volume free of charge;
- **41 to 21 days** before arrival/start of the event
25% of the agreed total volume free of charge;
- **20 to 7 days** before arrival/start of event
10% of the agreed total volume free of charge.

The customer may exercise the right of withdrawal under the above cancellation levels **only** once.

Additionally, up to the day of arrival/start of event, **5% of the agreed total volume is free of charge.**

3. When calculating according to the above points, the possibility of letting the rooms to other parties must be **considered**. In all cases, the organiser is free to prove **that** the hotel has incurred **no loss** or a **loss significantly lower** than the flat rate it is demanding. The hotel is free to claim higher damages actually incurred.

V. Change in the Number of Participants and the Time of the Function

1. Any change in the number of participants by more than 5% must be **communicated** at least three working days before the start of the event; it requires the consent of the hotel.

2. A reduction in the number of participants by a maximum of 5% will be recognised by the hotel when settling the bill. In the event of deviations exceeding this, the originally reported number of participants minus 5% will be used as a basis.

3. In the event of an upward deviation, the actual number of participants will be charged.

4. In the event of deviations in the number of participants of more than 10%, the hotel is entitled to re-set the agreed prices and to adjust the confirmed rooms to the number of persons.

5. If the agreed start or end times of the events are changed without the prior written consent of the hotel, the hotel may additionally charge the costs of the expenses incurred, unless the hotel is at fault.

6. The hotel will **set up** the rented room in the manner specified in the event contract. Changes to the seating arrangement must be communicated to the hotel in writing at least 24 hours before the start of the event. Later changes will be subject to a fee.



7. Events that extend past 10 pm will be charged additionally as follows due to the higher costs for the service staff:
From 10 pm onwards, €2.00 per person per hour or part thereof will be charged for the number of persons agreed in the contract, as well as a flat rate of €50.00 per hour or part thereof.

VI. Cancellation by the Hotel

1. If an agreed advance payment is not made even after a reasonable grace period set by the hotel has expired, the hotel is entitled to withdraw from the contract.
2. Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons, **for example if**
 - force majeure or other circumstances beyond the hotel's control render the fulfilment of the contract impossible;
 - events are booked under misleading or false information regarding important facts, eg. the organiser or purpose;
 - the hotel has reasonable grounds to believe that the event may jeopardise the smooth running of the business, the safety or the public image of the hotel, without this being attributable to the hotel's authority or organisational control.
3. The hotel is obliged to inform the organiser immediately of the **cancellation** and the reason for it, and to refund any advance payments made without delay.

VII. Bringing Food and Drinks

The organiser is generally not permitted to bring food and drinks to events. Exceptions require a written agreement. In such cases, a contribution towards overhead costs will be charged.

VIII. Dance and Music Events, other Performances

1. When holding dance and music events and similar events, the respective organiser must register the performance with GEMA (German Society for Musical Performing Rights and Mechanical Reproduction Rights) and pay any fees incurred in this connection, indemnifying the hotel against any corresponding costs.
2. When holding dance and music events in the hall, a volume of 85 dB(A) – with the windows closed – must not be exceeded. Dance and music events may be held until 10 p.m. at the latest.
3. In the event of violations pursuant to Sections VIII 1 and 2, the hotel is entitled to demand a lump sum of €500.00 from the organiser as compensation for damages per event day. In all cases, the organiser is free to prove to the hotel that it has incurred no damage or significantly less damage than the lump sum demanded by it. The hotel is free to claim any higher damage actually incurred.

IX. Commission / Voucher / Invoice

1. A commission will only be granted on a case-by-case basis, upon request, subject to an express agreement made in writing at the very least.
2. Vouchers will only be accepted upon prior request by the travel agency.
3. The information provided by the customer during the booking process forms the basis for invoicing. Changes to invoices for which the hotel is not responsible will incur a charge of €10.00 per change.

X. Final Provisions

1. The exclusive place of jurisdiction – including disputes relating to cheques and bills of exchange – in commercial transactions is the registered office of the hotel. If the contractual partner fulfils the requirements of Section 38 (1) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel.
2. Should individually provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions.
3. The operator is under **no obligation** to participate in dispute resolution proceedings before a consumer arbitration board.

Last updated: Münster, May 2026