

General Terms and Conditions of Business (GTC) for the Conference Centres of the Archbishopric of Cologne

I Area of applicability

1. These GTC apply to all and future contracts relating to the rental of hotel rooms for accommodation purposes, conference, banqueting and event facilities of the Conference Centre, and to all associated further services and deliveries provided by the Conference Centre (Arrangement).
2. These GTC take precedence over the terms and conditions of the customer. Those will not be acknowledged or recognised, even if not again expressly rejected following notification from the customer. Our GTC are deemed to be accepted at the latest on acceptance of our services and deliveries or on use of the rooms and/or other facilities.
3. The sub-letting or further rental of the hotel rooms, facilities, areas or display windows, and invitations to presentation meetings, sales or similar events, or the use of the hotel rooms for any purposes other than accommodation, require the prior written consent of the Conference Centre.

II Contract conclusion, partner, liability

1. In the case of events, the contract comes into existence by means of the written confirmation of the Conference Centre to the customer, and for hotel rooms, on acceptance of the order.
2. The partners to the contract are the Conference Centre and the customer. If the order is placed by a third party on behalf of the customer, the former is jointly liable toward the Conference Centre together with the customer for all obligations arising out of the contract.
3. **If the customer is a political association or a non-Christian religious community, the express written approval of the Conference Centre is required in order for the contract to come into effect. If the customer fails to state that they are a political association or a non-Christian religious community, the Conference Centre is entitled to withdraw from the contract immediately, without any claims for compensation for damages accruing to the customer.**
4. The lapse period for all claims on the part of the customer is 6 months.
5. This liability restriction and short lapse period also apply in favour of the Conference Centre in the event of infringement of obligations during arrangement of the contract and positive contract infringement.

III Services, prices, payment

1. The Conference Centre undertakes to provide the services ordered by the customer and agreed by the Conference Centre.
2. The customer undertakes to pay the applicable or agreed prices for these and other services used, as specified by the Conference Centre. This also applies to services in connection with the event and expenses of the Conference Centre paid out to third parties.
3. The agreed prices include value-added tax at the prevailing legal rate. If the time between contract conclusion and contract fulfillment exceeds 4 months, and if during this period the prices charged for such services by the Conference Centre are increased, the contractually agreed price may be increased appropriately, although by a maximum of 10% p.a.
4. The prices may also be amended by the Conference Centre if the customer requires subsequent changes in the number of hotel rooms booked, the services to be provided by the Conference Centre or the length of the stay by guests, and the Conference Centre agrees to such changes.
5. A change in the number of participants at events must be notified to the Reservations Department at least 10 working days before the start of the event; this requires the agreement of the Conference Centre.
6. In the event of an increase in numbers, charges will be based on the actual number of participants.
7. In the event of a change in the number of participants by more than 10%, the Conference Centre is entitled to recalculate the agreed prices, and to change the confirmed rooms, unless this is clearly unreasonable for the customer.
8. If the agreed starting or finishing times of the event are changed, without the prior written agreement of the Conference Centre, the Conference Centre may charge additional costs of holding these services available, unless the Conference Centre is responsible for such changes.
9. The invoices of the Conference Centre without due date are due for payment within 10 days of receipt of the invoice, without deduction. In the event of late payment, the Conference Centre is entitled, in accordance with § 247 BGB, to charge interest at a rate of 5 percent above the prevailing base interest rate. The customer is responsible for substantiating any lower damages, and the Conference Centre for any higher damages.
10. For events lasting past midnight, the conference centre shall be entitled to bill the incurred personnel costs on the basis of individual proof, provided no other agreements have been made. Details will be regulated in individual contracts.
11. The Conference Centre is entitled to declare any accrued claims due at any time, and to require immediate payment.
12. The Conference Centre is entitled to require an appropriate advance payment. The amount of the advance payment and the payment dates must be agreed in writing in the contract.

IV Withdrawal from the contract by the Conference Centre

1. If the agreed advance payment is not made within an appropriate time as set by the Conference Centre, under the threat of withdrawal from the contract, the Conference Centre will be entitled to withdraw from the contract.
2. If a right of withdrawal has been agreed in writing as an option, the Conference Centre is for its part entitled within this period to withdraw from the contract, if booking enquiries have been received from other customers with regard to the hotel rooms / event facilities booked, and following an enquiry from the Conference Centre, the customer fails to make any fixed booking for this period.
3. The Conference Centre is further entitled to withdraw from the contract for materially justified reasons, for example if
 - force majeure or other circumstances beyond the control of the Conference Centre render the fulfilment of the contract impossible;
 - **hotel rooms / event facilities are booked under misleading or false statement of important facts, such as the person, in the person of the customer or the intended purpose. The Conference Centre is a commercial organisation of the Archbishopric of Cologne. If it is found, after conclusion of the contract, that the event contravenes the principles of the Catholic Church to such an extent that it is unreasonable for the Conference Centre to perform the contract - a matter which will be decided by the Conference Centre - the latter is entitled to withdraw immediately from the contract;**
 - the Conference Centre has justified cause to assume that the event may endanger the smooth running of operations, safety, or the public image of the Conference Centre;
 - the customer has infringed Item I.3. of these GTC.
4. The Conference Centre must notify the customer immediately of the exercise of the right of withdrawal.
5. In the event of the justified withdrawal by the Conference Centre, the customer has no claim to compensation for damages.

V Withdrawal by the customer (cancellation of order)

1. In the event of withdrawal by the customer from the contract concluded with the Conference Centre, the Conference Centre is entitled to invoice the agreed rent /the arrangement, even if the customer does not make use of the contractually agreed services, and provided that it is no longer possible or unreasonable for the Conference Centre to rent out the facilities.
2. This does not apply in cases where the Conference Centre fails to provide the agreed services at the specified time for reasons which are the responsibility of the Conference Centre.
3. If a time has been agreed for withdrawal from the contract (option) between the Conference Centre and the customer, the customer may withdraw from the contract up to this time, without any claims for payment or compensation for damages accruing to the Conference Centre. The right of withdrawal of the customer lapses if he fails to exercise the right of withdrawal, by means of written notice to the Conference Centre, within the agreed time, provided that this is not a case where the Conference Centre fails to provide the agreed services at the specified time for reasons which are the responsibility of the Conference Centre.
4. In the event of hotel rooms not being used by the customer, the Conference Centre will reconcile the revenue obtained from the further rental of the rooms, together with any costs saved.
5. In the event of cancellation or reduction in participant numbers reserved, the following charges will be invoiced:

a) Up to and including 40 calendar days before arrival:	€ 20 (handling charge)
b) From 39 to 30 calendar days before arrival:	40 % of the arrangement turnover
c) From 29 to 14 calendar days before arrival:	60 % of the arrangement turnover
d) From 13 to 3 calendar days before arrival:	80 % of the arrangement turnover
e) From 2 to 0 calendar days before arrival:	100 % of the arrangement turnover

The Conference Centre will make every effort to rent out unused hotel rooms and facilities elsewhere wherever possible, in order to avoid losses.

6. If no arrangement was established at the time of withdrawal by the customer, charges will be based for conferences on the most favourable fixed price for the period in question; for banquets, the calculation of charges will be based on the following formula:
Menu / buffet price for banquet x number of persons

If no price had yet been agreed for the menu / buffet, charges will be based on the lowest-cost buffet or 3-course menu for the event in question.

7. Any costs saved are deemed to be covered by the above stipulation. The customer is responsible for substantiating any lower damages, and the Conference Centre for any higher damages.

VI Hotel room provision, hand-over and return

1. The customer has no claim to the provision of any particular hotel rooms.
2. Booked hotel rooms will be available to the customer from 15:00 on the agreed day of arrival. The customer has no claim to earlier provision of the rooms. Unless a later arrival time has been agreed in writing, the Conference Centre reserves the right to rent out reserved hotel rooms elsewhere after 18:00.
3. On the agreed day of departure, hotel rooms must be vacated and made available to the Conference Centre by 10:00 at the latest. After this time, the Conference Centre may charge 50% of the full room price (list price) for the damages sustained for the additional use of the hotel room up to 18:00, and from 18:00, 100% of the full room price. The customer is free to substantiate to the Conference Centre that the latter has sustained no damages or significantly lower damages.

VII Customers' own food and drinks

The customer may not bring food and beverages to the events. Exceptions require written agreement with the reservations department. In these cases a contribution to cover overheads will be charged. (Allowance for expenses).

VIII Technical facilities and connections

1. Where the Conference Centre procures technical and other equipment from third parties for the customer, and at his written request, the Conference Centre acts on behalf, with the authorisation of and on the account of the customer.

The customer is liable for the proper care, handling and return of such equipment. The customer indemnifies the Conference Centre against all claims from third parties relating to the provision and use of such equipment.

2. The use of the customer's own electrical equipment with the power supply system of the Conference Centre requires the written agreement of the Conference Centre. Any faults or damage caused to the technical systems of the Conference Centre due to the use of such equipment are the responsibility of the customer, provided that such faults or damage are not the responsibility of the Conference Centre. The electricity charges incurred by such use may be charged as a fixed sum by the Conference Centre.
3. With the agreement of the Conference Centre, the customer is entitled to use his own telephone, telefax and data transmission equipment. The Conference Centre may require a connection charge for such services.

4. If the facilities of the Conference Centre made available for this purpose remain unused due to the use of the customer's own equipment, the Conference Centre may apply a charge for the loss of such use.

5. Faults with technical or other equipment provided by the Conference Centre will be rectified immediately wherever possible. Payments may not be withheld or reduced in cases where such faults are beyond the control of the Conference Centre.

IX Liability of the Conference Centre

1. The Conference Centre is liable to the extent of the care reasonably expected of a proper businessman. This liability is however restricted in non-typical areas of service to performance shortcomings, damages, consequential damages or faults which are attributable to deliberate or gross negligence on the part of the Conference Centre. If faults or problems occur with the services provided by the Conference Centre, the Conference Centre will make every effort to rectify such problems as soon as they become known or are reported by the customer. The customer is obliged to do everything reasonably expected to assist in the rectification of such problems, and to minimise any possible damages. The customer is further obliged to notify the Conference Centre in good time of the possibility of the occurrence of any unusually high damages.
2. For items brought into the hotel rooms, the convention centre's liability towards the customer shall be in accordance with the legal regulations, that is up to one hundred times the room price, at maximum € 3500.00, as well as for money and valuables up to € 800.00. Money and valuables up to a maximum value of € (insurance sum) may be stored in the convention centre's safe. The convention centre recommends making use of this option. Liability claims expire when the customer does not inform the convention centre directly after obtaining knowledge of the loss, destruction or damage (§ 703 BGB, German Civil Code).

3. Prevailing legal stipulations apply for the unrestricted liability of the Conference Centre.
4. The standard form contract conditions for car parks and underground car parks, which are displayed in the areas of the car parks and underground car park, apply for the use of the car parks, respectively underground car parks.
5. Wake-up calls will be provided by the Conference Centre with the greatest possible care. All claims for compensation for damages are excluded, except in cases of deliberate or gross negligence.

6. Information, post and goods dispatch for guests will be handled with the greatest care. The Conference Centre will also handle the delivery, safekeeping, and on request and for the relevant charge, the dispatch of such materials. All claims for compensation for damages are excluded, except in cases of deliberate or gross negligence.

X Loss or damage to guests' property

1. Display materials and other property, including personal property, are brought onto the event facilities and Conference Centre premises at the risk of the customer. The Conference Centre accepts no liability for the loss, destruction or damage of such property, except in cases of deliberate or gross negligence.

2. Decoration materials brought onto the premises must conform to the requirements of fire protection regulations. The Conference Centre is entitled to require official confirmation of this fact. Due to the possibility of damage, the use of such materials must be agreed with the Conference Centre in advance, before they are brought onto the premises.

3. Display materials and other materials brought onto the premises must be removed immediately after the end of the event. If the customer fails to do so, the Conference Centre may remove and store such materials at the cost of the customer. If such materials are left in event rooms, the Conference Centre may charge room rent for the relevant period. The customer is responsible for substantiating any lower damages, and the Conference Centre for any higher damages.

XI Liability of the organiser for damages

1. The customer is liable for all damages to buildings or stocks caused by event participants, visitors, employees or third parties engaged by him, or by himself.
2. The Conference Centre may require from the customer the lodgement of appropriate securities (e.g. insurance, deposits, guarantees).

XII GEMA

1. All music events must be notified in advance by the customer to GEMA. GEMA fees must be borne by the customer. The Conference Centre is indemnified by the customer against all GEMA claims.

XIII Concluding conditions

1. Amendments or amplifications to the contract, the acceptance of the application of these terms and conditions of business must be made in writing. Unilateral amendments or amplifications by the customer are invalid.
2. Place of fulfilment and payment is the offices of the Conference Centre.
3. Sole seat of adjudication - including for cheque and bill of exchange disputes - is the offices of the Conference Centre. If one of the parties to the contract fulfils the requirements of § 38 Para. 1 ZPO, and has no general domestic seat of adjudication, seat of adjudication is the offices of the Conference Centre.
4. This contract is subject to German law.
5. If any individual stipulations of these GTC for events are invalid or void, this does not affect the validity of the remaining stipulations. Otherwise, the applicable legal regulations apply.