

The Westin Grand, Berlin



General terms and conditions for events

Applicability

1. These Terms and Conditions govern contracts for the rental of the hotel's conference-, banquet- and convention rooms for events such as banquets, seminars, conferences etc, as well as all other associated services and goods provided by the hotel.
2. The hotel's prior written consent is required if the rooms, areas or display cases are to be rented or sublet to a third party, or if invitations are issued for introductory interviews, sales promotions or similar events.
3. The event organizer's terms and conditions apply only if this is expressly agreed in writing.

Conclusion of contract; parties; liability

1. The contract is made by force of the hotel's application acceptance (confirmation) to the event organizer. They are the parties to the contract.
2. If the customer/ orderer is not the event organizer, or if a commercial agent or organizer is being used by the event organizer, then these parties are liable together with the event organizer as joint and several debtors for all obligations originating in the contract.
3. The hotel is liable for its obligations originating in the contract. Its liability is limited to defects of performance attributable to intent or gross negligence on the part of the hotel, except in the area typical for the performance. In addition, the event organizer is obligated to notify the hotel in due time if there is a possibility extraordinarily extensive damage may be incurred.

Services, prices, payment

1. The hotel is obligated to render the services ordered by the event organizer and agreed by the hotel.
2. The event organizer is obligated to pay the hotel's prices agreed for such services. This also applies to services and expenses of the hotel to third parties incurred in connection with the event.
3. Value-added tax as required by law is included in the agreed prices. If the period between conclusion of the contract and the event exceeds 4 months and if the price generally charged by the hotel for such services increases, then the agreed price may be raised to a reasonable degree, not to exceed 10 %.

4. Invoices from the hotel not stating a due date are due and payable in full within 10 days of receipt. In the event of delay in payment, the hotel is entitled to charge interest at a rate 4 % above the German Bundesbank's current discount rate. The event organizer and the hotel reserve the right to prove lower and higher actual damages respectively.
5. The hotel is entitled to require a reasonable advance payment may be agreed in writing in the contract.

Rescission by the hotel

1. If the advance payment is not made even after a reasonable grace period set by the hotel has expired with warning of rejection having been given, then the hotel is entitled to rescind the contract.
2. Furthermore the hotel is entitled to rescind the contract for justifiable cause, examples being ; • If acts of God or other circumstances beyond the hotel's control render fulfillment of the contract impossible; • If events are booked using misleading or false representation of major facts such as the event organizer or purpose; • If the hotel has good reasons to assume that the event might jeopardize the hotel's smooth operations, security or public reputation without these being attributable to the hotel's sphere of dominion or organization; • If there is an infringement of item Applicability (2) above.
3. The hotel must inform the event organizer without delay that it is exercising its rights of rescission.
4. The event organizer does not derive any right to compensatory damages from the hotel, except in cases of intentional or grossly negligent behavior on the part of the hotel.

Rescission by the event organizer (cancellation)

1. In the event of rescission by the event organizer, the hotel is entitled to charge the agreed rent if further rental is no longer possible.
2. If the event organizer cancels between the eighth and fourth week prior to the date of the event, the hotel is entitled to charge— in addition to the agreed rent— 35 % of lost food sales (70 % of food sales for any later cancellation).
3. Food sales are calculated using the following formula : menu price banquet times the number of persons. If no price had yet been agreed for the menu, the least expensive 3—course menu in the current set of event offerings is used.
4. This is taken to cover expenses which are saved per items (2) and (3) above. The event organizer and the hotel reserve the right to prove lower or higher actual damages, respectively.

Changes in number of participants and time of the event

1. If the number of participants changes by more than 5 %, the banquet department must be informed at least 5 business days before the start of the event. Such change must be improved by the hotel.
2. A drop in the number of participants of no more than 5 % will be acknowledged by the hotel in its charges. For changes exceeding this amount the originally stated number of participants minus 5 % will be used.
3. If there is an upward change, charges will reflect the actual number of participants.
4. If the number of participants changes by more than 10 %, the hotel is entitled to reset the agreed prices and to exchange the confirmed room reservations unless this is unacceptable to the event organizer.
5. If the event's agreed starting or ending times change without the hotel's prior written consent, the hotel may charge for the added cost of stand—by service, unless the hotel bears blame.

Bringing food and beverages

1. The event organizer may not bring food and beverages to events. Exceptions must be agreed in writing with the banquet department. In such cases a charge will be made to cover overhead expenses

Technical facilities and connections

1. To the extent the hotel obtains technical and other facilities or equipment from third parties for the event organizer at the event organizer's request. It does so on behalf, by authority and on the account of the event organizer. The event organizer is responsible for the careful handling and proper return of the equipment. The event organizer releases the hotel from all third—party claims arising from the provision of the facilities

or equipment.

2. Written consent is required for using the event organizer's electrical systems on the hotel's electrical circuit. The event organizer is liable for malfunctions of or damage to the hotel's technical equipment, to the extent the hotel is not at fault. The hotel may charge a flat fee for electrical costs incurred through such usage.
3. The event organizer is entitled to use own telephone, telefax and data transfer equipment with the hotel's consent. The hotel may charge a connection fee.
4. If suitable equipment of the hotel goes unused because the event organizer's own equipment is connected, a charge may be made for lost revenue.
5. Malfunctions of technical or other equipment provided by the hotel will be remedied immediately whenever possible. To the extent the hotel was not responsible for such malfunctions, payment may not be withheld or reduced.

Loss of or damage to property brought in

1. Objects for exhibit or other items including personal property brought in to the event rooms/hotel are there at the risk of the event organizer. The hotel assumes no liability for loss, destruction or damage to or of such objects, excepting cases of gross negligence or intent on the part of the hotel.
2. Decorations brought in must conform to the fire code. The hotel is entitled to require official evidence thereof. Due to the possibility of damage, the hotel must be asked before objects are assembled or installed.
3. Objects for exhibit and other items must be removed immediately following the end of the event. If the event organizer fails to do so, the hotel may remove and store them at the event organizer's expense. If the objects remain in the room used for the event, the hotel may charge rent for the period they remain there. The event organizer and the hotel reserve the right to prove lower or higher actual damages, respectively.

Event organizer's liability for damage

1. The event organizer is liable for all damage to building or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the event organizer and the event organizer him—or herself.
2. The hotel may require the event organizer to provide reasonable security (e.g. insurance, security deposits, sureties)

Final provisions

1. Changes or supplements to the contract, the application acceptance of these Terms and Conditions for Events should be made in writing. Unilateral changes and supplements by the event organizer are invalid.
2. Place of performance and payment is the location of the hotel's registered office.
3. In the event of litigation the courts at the location of the hotel's registered office have exclusive jurisdiction for commercial transactions, including disputes regarding checks and bills of exchange. To the extent a party fulfills the requirement of the German Code of Civil Procedure, section 38, subsection 1, and does not maintain a general domestic venue, the courts at the location of the hotel's registered office have exclusive jurisdiction.
4. The contract is governed by and construed in accordance with German law.
5. Should individual provisions of these General Terms and Conditions for events be invalid or void, the validity of the remaining provisions remains unaffected thereby. Moreover, the statutory provisions apply.

Deposit

1. 100% deposit of the expectable business volume will be required by the hotel.

The event organizer accepts with his signature the general terms and conditions and confirms having read and recognizes them completely.

