

Allgemeine Geschäftsbedingungen für Veranstaltungen in deutschen Hotels der Marken Dorint Hotels & Resorts, Essential by Dorint und HOMMAGE LUXURY HOTELS COLLECTION

I. Scope of Application

- These General Terms and Conditions apply to contracts for the rental of conference, banquet and event rooms of the respective hotel to the customer for the purpose of holding events such as banquets, seminars, conferences, etc., as well as for all related services and deliveries (hereinafter referred to collectively as "services") of the hotel, whereby "Hotel" here refers to all "Essential by Dorint", "Dorint" and "Hommage" Hotels located in the Federal Republic of Germany, regardless of the operator (hereinafter each of them referred to as "Hotel"). Operators in this sense may be Essential by Dorint GmbH (Cologne District Court, HRB 98777), Dorint Hotels Betriebs GmbH (Cologne District Court, HRB 119364), or SHALLS HOMMAGE HOTELS GmbH (Cologne District Court, HRB 98776), a company affiliated with these pursuant to Section 15 of the German Stock Corporation Act (AktG), a licensee of the aforementioned or a third party whose hotel operation is managed by one of the aforementioned operators for the account of another.
- Subletting or re-letting of the provided rooms, spaces, or display cases, as well as invitations to job interviews, sales events, or similar events, require the Hotel's prior written consent, excluding Section 540, paragraph 1, sentence 2 of the German Civil Code (BGB).
- The Customer's General Terms and Conditions apply only if this has been expressly agreed to in writing beforehand.
- Individual contractual agreements take precedence over these General Terms and Conditions; otherwise, these General Terms and Conditions apply supplementarily, unless otherwise expressly agreed.
- For the purposes of these General Terms and Conditions, "Customer" refers to both consumers and businesses as defined in Sections 13 and 14 of the German Civil Code (BGB). The Customer is the organiser under the contracts agreed upon in accordance with paragraph 1, sentence 1.

II. Contract Conclusion, Contracting Parties; Liability, Statute of Limitations

- The contract is concluded upon acceptance of the Customer's application by the Hotel. If the Hotel makes a binding offer to the Customer, the contract is concluded upon the Customer's acceptance of the Hotel's offer. For bookings made through the Hotel's website, the contract is concluded by clicking the "BOOK WITH OBLIGATION TO PAY" button. In all three cases, the hotel reserves the right to confirm the contractual agreement in writing.
- The contracting parties are the Hotel and the Customer. If the Customer/booker is not the event organiser themselves, or if the event organiser engages a commercial intermediary or organiser, the event organiser is jointly and severally liable with the Customer for all obligations arising from the contract, provided the hotel has received a corresponding declaration from the Customer or the event organiser.
- The Hotel and/or its operator are liable for damages caused intentionally or through gross negligence – including that of its agents – in accordance with statutory provisions. The same applies to damages caused by negligence resulting in injury to life, body or health. In the case of negligently caused damage to property and assets, the Hotel and/or its operator and its agents are only liable for breaches of essential contractual obligations, but the amount of liability is limited to foreseeable and typical damages at the time of conclusion of the contract; essential contractual obligations are those whose fulfilment shapes the contract and on which the Customer may rely. Should any disruptions or defects occur in the Hotel's services, the Hotel will endeavour to remedy the situation upon becoming aware of it or upon receiving immediate notification from the Customer. The Customer is obligated to contribute what is reasonable to remedy the disruption and minimise any potential damage, and to notify the Hotel immediately of any disruptions or damage.
- All claims of the Customer or of third parties against the Hotel become statute-barred after 1 year from the beginning of the regular limitation period dependent on knowledge within the meaning of § 199 para. 1 BGB. Claims for damages against the Hotel become time-barred no later than three years after the breach of duty, depending on knowledge of the breach, and no later than ten years after the breach, regardless of knowledge of the breach. These shortened statutes of limitation do not apply:
 - to claims based on intentional or grossly negligent conduct by the Hotel – or to its agents–.
 - to damages resulting from negligent injury to life, body, or health.
 - In the case of negligently caused property damage and financial losses, the shortened statutes of limitation do not apply if a material contractual obligation is breached. Material contractual obligations are those whose fulfilment is essential to the contract and on which the Customer may rely.

III. Services, Prices, Payments, Offsetting

- The Hotel is obligated to provide the services ordered by the Customer and confirmed by the Hotel.
- The Customer is obligated to pay the agreed-upon or the Hotel's standard rates for these and any additional services used. This also applies to services and expenses incurred by the Hotel on behalf of the Customer with third parties, including, in particular, claims from copyright collecting societies.
- The agreed room allotments and special conditions apply exclusively in connection with the execution of the event. Changes or cancellations to the event will have an immediate impact on room conditions; in this case, the current daily rates will apply.

- The agreed prices are exclusive of any statutory taxes and duties applicable at the time of conclusion of the contract. If statutory taxes or levies, in particular value-added tax, change after the conclusion of the contract, or if such taxes or levies are newly introduced or abolished, the Hotel is entitled to adjust the agreed prices accordingly. The prices are based on the net calculation of the services. Local taxes, such as tourist tax, which are payable by the guest according to the respective municipal law, are not included. If such local taxes or levies are newly introduced, changed, or abolished after the conclusion of the contract, the prices will be adjusted accordingly. For contracts with consumers, this only applies if the period between the conclusion of the contract and its fulfilment exceeds four months.
- Hotel invoices without a due date are payable within 10 calendar days of receipt without deduction. The Hotel reserves the right to demand immediate payment of any outstanding amounts at any time. In case of late payment, the Hotel is entitled to charge the applicable statutory default interest, currently 9 percentage points above the base interest rate, or, in the case of legal transactions involving a consumer, 5 percentage points above the base interest rate. Furthermore, in the event of late payment, the Hotel may charge a fee of €5 per reminder letter. The Hotel reserves the right to prove and claim higher damages.
- The Hotel is entitled to demand a reasonable advance payment at any time. The amount of the advance payment and the payment dates can be agreed upon in writing in the contract.
- The Customer can only offset or reduce a claim by the Hotel with an undisputed or legally valid claim.
- The Customer agrees that the invoice may be sent to him/her electronically.

IV. Customer's Right of Withdrawal (Cancellation, Reservation Cancellation)/No-Show

- A Customer may only cancel the booking if a right of cancellation has been expressly agreed upon in writing, a statutory right of cancellation exists, or the Hotel agrees to the cancellation in writing.
- If a free cancellation deadline has been agreed upon, the Customer may cancel free of charge up to that deadline.
- If a cancellation occurs after the free cancellation period has expired, or if the Customer does not use the services (no-show), the Hotel retains the right to the agreed remuneration less any expenses saved. The saved expenses will be taken into account as a lump sum according to the scale below.
- The free cancellation fees are shown in the following table (based on group size or number of room nights and the share of the total volume*). This scale applies accordingly to the main event-related services agreed upon in the contract.

Persons/Conference offer = pax / Room nights = RN					
up to 15 pax/RN		16 – 30 pax/RN		31 – 50 pax/RN	
up to 21 days before arrival	100% free	up to 28 days before arrival	100% free	up to 42 days before arrival	100% free
up to 14 days before arrival	50% free	up to 21 days before arrival	50% free	up to 28 days before arrival	50% free
up to 7 days before arrival	25% free	up to 14 days before arrival	25% free	up to 21 days before arrival	25% free
up to 1 day before arrival	max. 1 room and/or 1 participant free	up to 7 days before arrival	10% free	up to 14 days before arrival	10% free
		up to 1 day before arrival	max. 2 rooms and/or 2 participants free	up to 1 day before arrival	max. 2 rooms and/or 2 participants free
51 – 100 pax/RN		101 – 150 pax/RN		151 – 250 pax/RN	
up to 90 days before arrival	100% free	up to 120 days before arrival	100% free	up to 150 days before arrival	100% free
up to 42 days before arrival	50% free	up to 90 days before arrival	50% free	up to 120 days before arrival	50% free
up to 28 days before arrival	25% free	up to 42 days before arrival	25% free	up to 90 days before arrival	25% free
up to 14 days before arrival	10% free	up to 21 days before arrival	10% free	up to 42 days before arrival	10% free
up to 1 day before arrival	max. 3 rooms and/or 3 participants free	up to 7 days before arrival	5% free	up to 21 days before arrival	5% free
		up to 1 day before arrival	max. 3 rooms and/or 3 participants free	up to 1 day before arrival	max. 4 rooms and/or 4 participants free

Persons/Conference offer = pax / Room nights = RN			
251 – 350 pax/RN		351 – 500 pax/RN	
up to 180 days before arrival	100% free	up to 240 days before arrival	100% free
up to 150 days before arrival	50% free	up to 180 days before arrival	50% free
up to 120 days before arrival	25% free	up to 90 days before arrival	25% free
up to 60 days before arrival	10% free	up to 60 days before arrival	10% free
up to 14 days before arrival	5% free	up to 14 days before arrival	5% free
up to 1 day before arrival	max. 4 rooms and/or 4 participants free	up to 1 day before arrival	max. 5 rooms and/or 5 participants free

individual

VIII. Technical Equipment and Connections

1. If the Hotel procures technical or other equipment/apparatus from third parties at the Customer's request, it does so in the Customer's name, on the Customer's behalf, and at the Customer's expense. The Customer is liable for the proper handling and return of the equipment. The Customer fully indemnifies the Hotel against all third-party claims arising from the provision of these facilities/equipment.
2. The use of the Customer's own electrical equipment using the Hotel's power supply requires the Hotel's prior written consent. Any malfunctions or damage to the Hotel's technical equipment caused by the use of these devices will be charged to the Customer, unless the Hotel is responsible for such malfunctions or damage. The Hotel may charge a flat fee for the electricity costs incurred through the use of these devices.
3. With the Hotel's prior written consent, the Customer is entitled to use their own telephone, fax, and data transmission equipment. The Hotel may charge a reasonable connection fee for this.
4. If the connection of the Customer's own equipment renders suitable Hotel facilities/equipment unusable, a reasonable compensation fee may be charged.
5. Malfunctions of technical or other equipment provided by the Hotel will be rectified as soon as possible. Payments may not be withheld or reduced if the Hotel is not responsible for these disruptions.

IX. Loss or Damage to Personal Belongings

1. Any exhibits or other items (including personal belongings) brought to the event are at the Customer's own risk while in the event rooms or Hotel. The Customer is not granted any key rights. The Hotel accepts no liability for loss, destruction, or damage, except in cases of gross negligence or wilful misconduct on the part of the Hotel. This excludes damages resulting from injury to life, body, or health. Furthermore, all cases in which safekeeping constitutes a typical contractual obligation (upon which the Customer may rely within the framework of the contract) due to the specific circumstances are excluded from this limitation of liability. Any decorative materials brought in must fully comply with fire safety requirements. The Hotel is entitled to request official documentation in advance. If such proof is not provided in a timely manner, the Hotel is entitled to remove any materials already brought in at the Customer's expense. Due to the potential for damage, the setup and placement of any items must be agreed upon with the Hotel in advance.
2. Should the Customer wish to send event equipment or materials to the Hotel in advance, this requires the Hotel's express consent. Depending on the type, duration, and scope of the event, the Hotel reserves the right to charge a reasonable fee, to which the Customer must agree in advance. Furthermore, the provisions of Section 1 apply.
3. Any exhibits or other items brought to the event must be removed immediately after the event. If the Customer fails to do so, the Hotel may remove and store the items at the Customer's expense. If items remain in the event space in breach of contract, the Hotel may charge a reasonable usage fee for the duration of their presence. The Customer is free to prove that the aforementioned claim did not arise or did not arise in the amount claimed. Furthermore, the Hotel reserves the right to prove and claim higher damages.

X. Customer's Liability for Damages

1. The Customer is liable for all damage to the building or Hotel caused by event participants or visitors, employees, other third parties from his sphere or by himself. If the Customer is a business, they are liable regardless of whether the Hotel can prove fault; a consumer is only liable if they are at fault.
2. The hotel may at any time require the Customer to provide appropriate security (e.g. insurance, deposits, guarantees, etc.).
3. The Customer agrees to be jointly and severally liable with the participants of the event for any claims of the Hotel arising from ancillary services (such as parking fees, telephone costs, food and drinks, etc.) used by participants of the event. The co-obligation also applies if the Customer has designated the participants or Contracting Parties as "self-payers".

XI. Final Provisions

1. If the Hotel is commissioned by the Customer to provide signage for events, the Customer grants the Hotel, by signing the offer, a simple right of use to company logos and/or advertising materials, limited in time to the term of the contract and in content to the fulfilment of the purpose of the contract.
2. Amendments or additions to the contract, the acceptance of the application, or these General Terms and Conditions for events must be made in writing. Unilateral amendments or additions by the Customer are invalid.
3. The place of performance and payment, as well as the exclusive place of jurisdiction –for disputes concerning checks and bills of exchange– is Cologne for commercial transactions. If a Contracting Party meets the requirements of Section 38 paragraph 2 of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the Hotel.
4. German law applies exclusively. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict of laws rules is excluded.
5. Should any provision of these General Terms and Conditions for Events be invalid or unenforceable, the validity of the remaining provisions shall not be affected. Otherwise, the statutory provisions shall apply.

As of: August 2026

* The cancellation scale may only be applied once and is based on the actual group size or the agreed number of room nights. It must not be calculated cumulatively across individual event days. The highest agreed number of participants or rooms shall be decisive. The cancellation scale shall apply accordingly to the contractually agreed primary event-related services.

5. **No-Show** If the Customer or participants fail to utilise the contractually agreed services without prior cancellation (no-show), the Hotel is entitled to charge **90% of the agreed net total price** as liquidated damages, provided the accommodation is not re-let.
6. The Customer reserves the right to prove that no damage or significantly less damage has occurred. The Hotel reserves the right to prove greater damage.

V. Hotel's Right of Withdrawal

1. If it has been agreed that the Customer can withdraw from the contract free of charge within a certain period, the Hotel is also entitled to withdraw from the contract free of charge within this period if inquiries from other customers for the contractually booked rooms/conference packages are received and the Customer does not waive their right to withdraw within 2 weeks of being asked by the Hotel. If the guest allows this period to expire without taking action, the Hotel is entitled to withdraw. This also applies if an option is granted, other inquiries are received, and the Customer, upon inquiry from the Hotel within a two-week period, is not prepared to make a firm booking.
2. If an agreed advance payment or security deposit, or one required according to section III, paragraph 5 is not made even after the expiry of a reasonable grace period of 5 working days set by the Hotel, the Hotel is also entitled to withdraw from the contract.
3. Furthermore, the Hotel is entitled to withdraw from the contract for objectively justified reasons, in particular if...
 - force majeure or other circumstances beyond the Hotel's control make performance of the contract impossible;
 - events are booked culpably under misleading or false pretences regarding essential facts (e.g., concerning the identity of the Customer or the purpose);
 - the Hotel has reasonable grounds to believe that the event may jeopardise the smooth operation of the business, the safety of the Hotel, or its public image, without this being attributable to the Hotel's sphere of control or organisation;
 - a violation of Section I, paragraph 2 exists;
 - the purpose or occasion of the event is unlawful;
 - the Hotel has issued a ban against the guest.
4. In the event of a justified cancellation by the Hotel, the Customer is not entitled to compensation.

VI. Changes to the Number of Participants, Event Time, and Seating Arrangements

1. In the event of an increase in the number of participants, the actual number will be charged.
2. If the number of participants deviates by more than 10%, either upwards or downwards, the Hotel is unilaterally entitled to adjust the agreed prices and change the confirmed rooms, unless this is unreasonable for the Customer in the specific case.
3. If the agreed start or end times of the event are changed and the Hotel agrees to these changes, the Hotel may charge appropriately for its additional services, unless the Hotel is at fault.
4. Changes to the contractually agreed seating arrangement are free of charge up to 48 hours before the event begins. After this time, the Hotel reserves the right to charge a fee for the change, which can also be agreed upon verbally between the Contracting Parties.

VII. Bringing Food and Beverages/Services from External Third Parties

1. Customers are generally not permitted to bring their own food and beverages to events. Exceptions require prior written agreement with the Hotel. In such cases, a reasonable contribution to cover overhead costs will be charged.
2. For services provided by an external partner, their terms and conditions apply. A contract is formed between the Customer and the service provider; the Hotel acts solely as an intermediary. For events involving services provided by external partners, the responsibility for organisation and execution lies with the Customer who commissioned these services.