



# GENERAL TERMS AND CONDITIONS FOR EVENTS IN AUSTRIAN DORINT HOTELS & RESORTS AND HOMMAGE LUXURY HOTELS COLLECTION HOTELS

## I. Scope

1. These terms and conditions apply to contracts regarding the rental use of conference, banquet and function rooms of the respective hotel for holding events such as banquets, seminars, conferences etc. as well as for all other services and deliveries connected with this (hereinafter referred to uniformly as "services") that are provided by the hotel, whereby hotel is understood to be all "Dorint" and "Hommage" hotels located in the Republic of Austria regardless of the identity of the person who operates the services (hereinafter each of them referred to as "hotel"). In this sense, an operator can be Dorint GmbH (AG Köln, HRB 59251) or 5HALLS HOMMAGE HOTELS GmbH (AG Köln, HRB 98776), a company associated with these in accordance with § 15 AktG, a licensee of the aforementioned parties or of a third party whose hotel business is managed by one of the aforementioned operators here for account of another.
2. The subletting or re-letting of the rooms, areas or cabinets provided as well as the invitation to job interviews, sales or similar events requires the prior written agreement of the hotel.
3. The customer's terms and conditions shall only apply if this has been expressly agreed in writing.
4. For the purposes of these terms and conditions, customers are both the consumer/user and the entrepreneur. The customer is a promoter within the framework of the agreed contracts pursuant to Clause 1 Sentence 1.

## II. Conclusion of contract, contracting parties; liability, statute of limitations

1. The contract becomes effective through the hotel's acceptance of the customer's request. Should the hotel make the customer a binding offer, the contract becomes effective through the customer's acceptance of the hotel offer. In both cases, the hotel is at liberty to confirm the contractual agreement in writing. In the event that the booking is made via the hotel's website, the contract becomes effective by clicking the "BOOK WITH OBLIGATION TO PAY" button.
2. Contracting parties are the hotel and the customer. If the customer/purchaser is not the promoter themselves or a commercial intermediary or organiser is brought in by the promoter, the promoter is liable together with the customer as joint debtors for all obligations arising from the contract, provided that the hotel has received a corresponding declaration from the customer or promoter.
3. Regarding liability, the following applies:
  - a) In accordance with the statutory provisions, the hotel is liable for all damage arising from injury to life, limb or health.
  - b) In the event of other damages, the liability of the hotel, its legal representatives or executive employees as well as vicarious agents for slight negligence is excluded.
  - c) Except in cases of liability for a defect after assumption of a guarantee for the quality of the services, in the case of fraudulently concealed defects or in the case of personal injury, the above limitation of liability from the above subparagraph b) applies to all claims for damages irrespective of their legal basis, including claims in tort.
  - d) Claims for damages must be asserted within three years of the injured party's knowledge of the damage and of the injuring party.
  - e) If the guest is an entrepreneur, the following applies: The liability of the hotel for financial and property damage – but not for personal injury – is limited to gross negligence and intent. Consequential damage, immaterial damage or indirect damage as well as lost profits are not compensated. In any case, the damage to be compensated is limited to the maximum liability amount of € 5,000,000 (lump sum insured for personal injury and property damage per insured event in the hotel's liability insurance). Claims for damages must be asserted within two years from the end of the event. Should disruptions or defects in the services the hotel provides occur, the hotel will endeavour to remedy them as soon as it becomes aware of them or immediately after receiving a complaint from a customer. The customer is obliged to make all reasonable efforts to remedy the disruption and keep any possible damage to a minimum, and to notify the hotel immediately of any disruption or damage. If the customer culpably fails to notify the hotel of a defect, a claim for the reduction of the contractually agreed fee or any claim for damages will not arise.

## III. Services, prices, payments, offsetting

1. The hotel is obliged to provide the services ordered by the customer and agreed by the hotel.
2. The customer is obliged to pay the hotel's usual or agreed prices for these and other services used. This also applies to services and expenses of the hotel ordered by the customer to third parties, in particular also to claims of copyright collecting societies.
3. The agreed prices are inclusive of current taxes at the time of the formation of the contract. In the event of changes to the statutory VAT or the introduction, change or abolition of local levies on the subject of agreement after the formation of the contract, the prices will be adjusted accordingly. In contracts with consumers this shall only apply if the time period between the formation of the contract and fulfilment of the contract exceeds 2 months.
4. Invoices issued by the hotel without a due date are payable within 10 calendar days of receipt of the invoice without deduction. The hotel is entitled to declare accrued receivables to be due at any time and to demand immediate payment. In the case of a late payment, the hotel is entitled to demand the respective current statutory default interest at the current rate of 9.2 percentage points above the base interest rate or, in the case of legal transactions involving a consumer/user, at the rate of 4 percent per year. In addition, the hotel can charge a fee amounting to € 5 per reminder in the event of defaults. The proof and assertion of a higher damage remain reserved to the hotel.
5. 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 in writing in the contract.
6. The customer can only offset or reduce a claim of the hotel with an undisputed or legally valid claim.
7. The customer agrees that the invoice can be sent to them electronically.

## IV. Withdrawal of the customer (cancellation)/failure to make use of the hotel services (No Show)

1. The customer may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract or in these General Terms and Conditions, if another legal right of withdrawal exists or if the hotel expressly agrees to the cancellation of the contract. Agreement to a right of withdrawal as well as any possible consent to a cancellation of the contract must be made in writing.
2. Provided that a deadline for the free withdrawal from the contract has been agreed between the hotel and the customer, the customer can withdraw from the contract until that point, without triggering payment or compensation claims from the hotel. The customer's right of withdrawal shall expire if they do not exercise their right to withdraw from the hotel by the agreed deadline.
3. If a right of withdrawal has not been agreed or has already lapsed, no statutory right of withdrawal or termination exists and the hotel does not agree to cancellation of the agreement, the hotel retains the claim to the agreed remuneration despite the failure to make use of the service. The hotel is to take the revenue from further renting of the rooms as well as the saved expenses into account. The expenses saved in each case can be calculated in accordance with Sentence 2 – and in the case of events with overnight stays in accordance with Clause IV No. 3 Sentence 3 AGBH (hotel accommodation general terms and conditions) in deviation from the lump sum expenses saved in Clause IV No. 3 Sentence 4 AGBH specified in the AGBH – according to the following scales.
4. Customers entitled to free cancellation (proportion of agreed total volume)\*

Persons/Conference offer = pax / Room nights = RN					
bis 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
251 – 350 pax/RN		351 – 500 pax/RN		> 500 pax/RN	
up to 180 days before arrival	100% free	up to 240 days before arrival	100% free	individual	
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		

\*The scale can only be used once.

The specification of the respective number of people/RN refers to the real group size and is not an addition of the event days. E.g., 100 people on 3 days fall into the cancellation group 100 pax/RN and not the group for 300 pax/RN. If different numbers of people are booked on different event days, the higher number of people is representative. The same applies if the number of rooms and conference participants differ.

The percentage indications apply accordingly to other services related to events such as room rental, additional food and drink or booked workshops. In the event that an agreed minimum turnover is not reached, which is composed of the conference flat rate, additional drinks or conference technology, the difference to the agreed minimum turnover is charged as room rent. In the event of full cancellation and therefore failure to reach the minimum turnover, this is charged according to the aforementioned table

- The portions of the event/overnight stays to be cancelled free of charge represent the lump sum saved expenses. The hotel is therefore entitled to charge the customer for the portions of the event/overnight stays that can no longer be cancelled free of charge and to withhold this from the deposit, provided that this has been paid.
- The customer is at liberty to prove that the claim did not arise or did not arise in the amount claimed. The hotel is at liberty to prove that a higher claim has arisen.

#### V. Withdrawal from the contract by the hotel

- Insofar as it has been agreed that the customer may withdraw from the contract free of charge within a specific period, the hotel is also entitled to withdraw from the contract free of charge during this period if there are enquiries from other customers regarding the contractually booked rooms/conference offers and the customer does not waive their right to withdraw at the hotel's request within 2 weeks. Should the guest let this period lapse without acting, the hotel is entitled to withdraw. This applies accordingly in the event of a concession of an option, if other enquiries exist and the customer is not ready to make a firm booking upon enquiry by the hotel with a time limit of 2 weeks.
- If an agreed or demanded advance payment pursuant to III. Clause 5 is not made even after a reasonable grace period of 5 working days set by the hotel has expired, the hotel is also entitled to withdraw from the contract.
- Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons, especially if...
  - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
  - events are culpably booked with misleading or false information regarding essential facts (e.g., regarding the identity of the customer or the purpose);
  - the hotel has reasonable grounds to believe that the event may jeopardise the smooth business operations, security or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organisation;
  - there is a breach of I. Clause 2;
  - the purpose or the reason for the event is illegal;
  - the hotel has issued a house ban to the guest.
- In the event of justified withdrawal by the hotel, the customer has no claim to compensation.

#### VI. Change to the participant number, event time and the seating

- In the event of an upward deviation, the actual number of participants will be calculated.
- In the event of deviations in the participant number by more than 10% upwards or downwards, the hotel is unilaterally entitled to newly determine the agreed prices as well to swap the confirmed rooms, unless this is found to be unreasonable by the customer in individual cases.
- If the agreed start and end times of the event are moved and the hotel agrees to these deviations, the hotel can charge an appropriate fee for its additional services provided, unless the hotel is at fault.
- It is possible to make a change to the contractually agreed seating free of charge up to 48 hours before the beginning of the event. After this time, the hotel is entitled to demand an expense allowance for the change, which can also be agreed verbally between the contracting parties.

#### VII. Bringing food and drink

In principle, the customer may not bring food and drink to events. Exceptions require previous written agreement from the hotel. In these cases, an appropriate contribution is charged to cover the overhead costs.

#### VIII. Technical equipment and connections

- If the hotel provides technical or other equipment/facilities from third parties for and at the behest of the customer, it shall act in the name of, in authority of and for the account of the customer. The customer is liable for the careful handling and the proper return. They shall fully indemnify the hotel against all third-party claims arising from the use of these facilities/equipment.
- The use of the customer's own electrical equipment while using the hotel's power supply requires the hotel's prior written agreement. Any disruptions or damage to the hotel's technical equipment arising from the use of these devices are to be borne by the customer, unless the hotel is responsible for this. The hotel may record and charge for the electricity costs arising from this use as a lump sum.
- With the hotel's prior written agreement, the customer is entitled to use their own telephone, telefax and data transmission devices. The hotel can charge an appropriate connection fee for this.
- If, due to the use of the customer's own equipment, suitable equipment/facilities of the hotel remain unused, an appropriate compensation fee may be charged for this.
- Faults in the technical or other equipment provided by the hotel will be resolved immediately as far as possible. Payments cannot be withheld or reduced unless the hotel is responsible for these faults.

#### IX. Loss or damage to items brought

- Exhibits or other (personal) belongings brought along in the event rooms or in the hotel are at the customer's own risk. Decorative material brought along must fully comply with fire protection requirements. The hotel is entitled to demand official proof of this in advance. If such proof is not provided in good time, the hotel is entitled to remove any material already brought in at the customer's expense. Due to possible damage, the installation and attachment of items must be agreed with the hotel in detail in advance.

Exhibits or other items brought along must be removed immediately after the event has ended. If the customer fails to do this, the hotel can remove and store these at the customer's expense. If the items remain in the event room in a way that is contrary to the contract, the hotel can charge an appropriate compensation for use for the duration of the stay. The customer is at liberty to prove that the aforementioned claim did not arise or did not arise in the amount claimed. Furthermore, the proof and assertion of a higher damage remain reserved to the hotel.

- Should the customer wish to send event equipment or material to the hotel in advance, this will require the express agreement of the hotel. In accordance with type, duration, and scope, the hotel is entitled to demand appropriate compensation for expenses, which the customer must agree to in advance. Otherwise, the provisions of Clause 1 apply.
- The hotel can refuse to store valuables, money and securities if the items are considerably more valuable than those usually stored by guests in the hotel.
- The hotel is liable to the contracting party for items brought into the hotel according to the statutory provisions, including the maximum amounts for liability specified within it (i.e., as of 02.06.2020 to the maximum amount of € 1,100, unless the hotel proves that the damage was caused neither by the hotel nor by an employee nor by third parties entering and leaving the hotel. Under these circumstances, the hotel is liable for valuables, money and securities up to a maximum amount of € 550, unless the hotel has taken these items into safekeeping with knowledge of their condition or the hotel or one of its employees was responsible for the damage. The liability claims expire if the contracting party does immediately notify the hotel after gaining knowledge of the loss, destruction or damage. However, this does not apply if the items have been specifically accepted by the hotel for safekeeping in the central safe. The hotel is only liable for valuables, jewellery, large amounts of money and securities if they are deposited in the central safe against receipts. Otherwise, the liability and statute of limitation restrictions apply in accordance with the aforementioned II. Clause 3. If the guest is an entrepreneur, the amount of any liability of the hotel is limited to the maximum liability amount of € 5,000,000 (lump sum insurance amount for personal injury and property damage per insured event in the hotel's liability insurance).

#### X. Intangible rights of the hotel

- The use of logos/images of the hotel in any form by the customer always requires prior written approval. If a publication is made without the corresponding approval, the hotel is entitled to withdraw from the contract. The customer is liable to the hotel for the damage arising from the use and from the withdrawal.
- Should the customer hire a photographer, prior written approval is always required. Private photography during the hotel stay is allowed exclusively for private use. The commercial use of photography is only allowed after prior consultation and with the written agreement of the hotel. Otherwise, the hotel reserves the right to take legal action.

#### XI. House rules

- The customer and all event participants or visitors, employees, other third parties are obliged to observe the house rules of the hotel. In particular, they must comply with the hotel's fire protection regulations. This states that no escape routes may be blocked and that smoking and fire bans in the foyer and/or the event rooms must be observed. In case of doubt, a consultation with the hotel should take place.
- Animals may only be brought into the hotel with the prior agreement of the hotel and, if applicable, only against special remuneration.

#### XII. Liability of the customer for damage

- The customer is liable for all damage to the building or the hotel caused by event participants or visitors, employees, other associated third parties or the customer themselves. If the customer is an entrepreneur, the latter shall be liable regardless of any proof of fault by the hotel; a consumer shall only be liable in the event of fault.
- At any time, the hotel may demand that the customer provide appropriate security (e.g., insurance, deposits, guarantees).
- In the event of gross contamination (both human and animal) and/or damage, the hotel has the right to demand a cleaning or repair fee in the amount of € 100; The right of the hotel to claim higher damages by offsetting the aforementioned cleaning or repair fee from the amount of damages remains unaffected.

#### XIII. Notice for consumers to the EU consumer arbitration board

In accordance with the legal obligation, the hotel points out that the European Union has established an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/>

However, the hotel does not participate in dispute resolution procedures before consumer arbitration boards.

#### XIV. Final provisions

- Amendments or supplements to the contract, the acceptance of a booking order or these general terms and conditions for events shall be made in writing. Unilateral amendments or supplements by the customer are invalid.
- Place of performance and payment as well as exclusive place of jurisdiction – also for cheque and exchange disputes – for commercial dealings the place of jurisdiction is at the registered office of the respective hotel.
- This contract is subject to Austrian formal and substantive law to the exclusion of the rules of private international law (esp. IPRG and EVÜ) as well as the UN Sales Convention.
- Should individual provisions of these general terms and conditions for events be invalid or void, the validity of the remaining provisions shall not be affected. In all other respects, the statutory provisions apply.

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