



# General Terms and Conditions

## for Accommodation and Events at the Harnack House

### **Harnack House Berlin – Conference Venue of the Max Planck Society**

Hereinafter also briefly referred to as “Conference Venue”

Situation as of 13 April 2017

#### **1. Scope of application**

- 1.1. These Terms and Conditions apply to accommodation contracts and to contracts for renting event rooms and other premises of the Conference Venue for conducting events of all types and for all associated further services and deliveries provided by the Conference Venue.
- 1.2. Diverging provisions, even to the extent that they are included in the General Terms and Conditions of the Client or the ordering party, shall only be applicable if they have been expressly recognized in writing by the Conference Venue.

#### **2. Conclusion of contract, contracting parties**

- 2.1. A booking inquiry from the individual Client or the conference organizer, followed by the booking confirmation from the Conference Venue, shall result in a binding accommodation and/or event contract. Both the booking inquiry and the booking confirmation are to be made in writing.
- 2.2. If the ordering party concludes the contract recognizably on behalf of the third party, or if the third party has commissioned a commercial intermediary or organizer for the contractual handling, the ordering party, commercial intermediary and organizer shall be jointly and severally liable. Notwithstanding the above, the ordering party shall be obliged to pass on all information relevant to booking, particularly these General Terms and Conditions, to the third party.
- 2.3. The sub-letting and re-letting of the rooms and event spaces left for use as well as the utilization of spaces outside the rented rooms require the previous consent of the Conference Venue and may be made dependent on the payment of additional remuneration.

#### **3. Services, prices, payment, set-off**

- 3.1. The Conference Venue shall be obliged to render the ordered and promised services in accordance with these General Terms and Conditions. The Client shall be obliged to pay the Conference Venue's agreed prices for these services. This shall also apply to services and expenses towards third parties, which are connected with the event, to the extent that the services and expenses have been contractually agreed or approved by the Client. In addition, the Client shall be liable for the payment for all food and drinks ordered by the event participants and for all other costs caused by the event participants.
- 3.2. The agreed prices include the respective statutory value-added tax to the extent that there is an obligation to pay turnover tax. If the statutory value-added tax changes after the conclusion of contract, the prices shall be adjusted accordingly.
- 3.3. If the period between the conclusion of contract and the fulfilment of contract exceeds 12 months, and if the price the Conference Venue generally charges for such services increases, the Conference Venue may increase the contractually agreed price to a reasonable level, however not by more than 5%. The upper limit shall increase by another 5% for every additional year between the conclusion of contract and the fulfilment of contract, on this 12-month period has expired. Price changes are to be communicated to the Client at the latest four months prior to the date of fulfilment. If the agreed price increases by more than 5% compared to the initially agreed price, the Conference Venue shall grant the Client a free right of withdrawal which the Client can exercise in writing against the Conference Venue within 14 days after having been informed that the initially agreed price has been increased by more than 5%. Price changes according to clause 3.2 shall not be taken into account in this respect.
- 3.4. Unless otherwise agreed, invoices of the Conference Venue shall be payable without deduction within 14 days of receipt of invoice. The Conference Venue shall be entitled to declare accrued claims due at any time and to claim immediate payment. In the event of a default in payment, the Conference Venue shall be entitled to claim the respectively applicable statutory default interest. The Conference Venue reserves the right to prove greater damage.
- 3.5. The Client shall have to recompense the Client for dunning costs amounting to € 5.00 for each dunning letter sent after the occurrence of default. The Client shall be free to prove that no costs or only considerably lower costs were incurred.
- 3.6. When or after the contract has been concluded, the Conference Venue shall be entitled to request a reasonable advance payment or collateral security within a suitable deadline. The amount of the advance



payment and its maturity can be agreed in writing in the contract.

- 3.7. The Client can offset or reduce a claim of the Conference Venue only against an undisputed claim or a claim that has been established as legally binding.

#### **4. Withdrawal by the Client, cancellation, annulation**

- 4.1. The Client's withdrawal from the contract concluded with the Conference Venue requires the latter's written consent. If such consent is not given, the price agreed under the contract shall be payable even if the Client does not avail themselves of the contractual services.
- 4.2. To the extent that a date for no-charge withdrawal from the contract has been agreed in writing between the Conference Venue and the Client, the Client may withdraw from the contract until that date without triggering claims for payment or damages on the part of the Conference Venue. The Client's right of withdrawal shall lapse if they do not exercise this right against the Conference Venue in writing by the agreed date.
- 4.3. If the Client withdraws from the contract entirely or partly, the Conference Venue may request adequate compensation for the expenditures incurred. This compensation for withdrawal shall be determined in the form of a flat-rate withdrawal fee according to the following percentages of the agreed price for all ordered individual services:
- a. For overnight stays with breakfast, the lump-sum withdrawal fee shall amount to 80% of the agreed price.
  - b. For events, the lump-sum withdrawal fee for all ordered individual services shall be staggered as follows:
    - I. up to 60 days before the event 60% of the contractually agreed price
    - II. up to 14 days before the event 80% of the contractually agreed price
    - III. less than 14 days before the event 90% of the contractually agreed price
- 4.4. In the event of rooms or event spaces not availed of by the Client, the Conference Venue shall have to credit the proceeds from re-letting the rooms or spaces to another customer as well as the saved expenditures. The Client shall be free to furnish proof that the Conference Venue has not incurred any damage or that the damage incurred is smaller than the requested lump-sum compensation.

#### **5. Withdrawal by the Conference Venue**

- 5.1. The Conference Venue shall be entitled to withdraw from the contract for good cause if:
- a. Acts of God or other circumstances which the Conference Venue cannot be held responsible for make it impossible to fulfil the contract;
  - b. rooms, event spaces or other services provided by the Conference Venue are booked by giving misleading or wrong information on important facts, e.g. regarding the Client's identity or the purpose of the Client's event or stay;
  - c. the Conference Venue has reasonable grounds to assume that the use of the services provided by the Conference Venue can jeopardize the Conference Venue's smooth business operation, security or reputation in the public eye, without this being attributable to the Conference Venue's sphere of control and/or organization;
  - d. an advance payment or a collateral security agreed in accordance with Clause 3.6 has not been made or provided within a reasonable deadline set for this purpose;
  - e. unauthorized sub-letting and re-letting as defined in Clause 2.3 exists;
  - f. the Conference Venue becomes aware of circumstances indicating that the Client's financial situation has considerably deteriorated after contract has been concluded;
  - g. the Client does not settle the Conference Venue's claims payable or does not provide sufficient collateral security, thus giving reason to believe that the Conference Venue's payment claims are at risk;
  - h. the Client files for insolvency proceedings over their assets, has made an affidavit according to Section 807 of the German Code of Civil Procedure, has initiated an out-of-court proceeding to settle debts or has stopped their payments;
  - i. insolvency proceedings over the Client's assets have been initiated or the initiation of such proceedings has been rejected for lack of assets or for any other reasons.
- 5.2. The Conference Venue shall inform the Client in writing immediately when exercising the right of withdrawal.
- 5.3. The above-mentioned cases of withdrawal shall not entitle the Client to claim compensation for damages.

#### **6. Provision of rooms, check-in and check-out in the event of accommodation**

- 6.1. The Client shall not acquire any title to the provision of certain rooms, unless the Conference Venue has



confirmed the provision of certain rooms in writing.

- 6.2. Booked rooms shall be available to the Client from 3:00 p.m. of the agreed arrival date. The Client shall have no right to request that the booked rooms be made available earlier.
- 6.3. On the agreed departure date, the rooms of the Conference Venue are to be vacated and made available by 11:00 a.m. at the latest. Afterwards, the Conference Venue may charge 50% of the full applicable accommodation price if the Client continues to use the room until 6:00 p.m., and 100% of the full applicable accommodation price if the Client continues to use it after 6:00 p.m., in addition to the damage that the Conference Venue incurs as a result of the Client not leaving the rooms in due course. The Client shall be free to prove to the Conference Venue that it has incurred no damage or only a smaller damage.

#### **7. Provision of event spaces**

- 7.1. The Conference Venue reserves the right to proceed to an exchange of equivalent rooms for logistical reasons.
- 7.2. The Conference Venue shall not assume any guarantee for the functioning/compatibility of technology, including technology along by the Client.
- 7.3. In the event of damage or theft, the organizer shall be liable for all conference technology handed over to the organizer. In this case, the damage shall be fully charged to the Client (including new acquisition and/or replacement leasing).

#### **8. Changes in the number of participants and duration in case of events**

- 8.1. A change in the number of participants by more than 5% must be communicated to the Conference Venue at the latest ten working days prior to the start of the event. It requires the written consent of the Conference Venue.
- 8.2. If the number of participants is reduced until up to 10 working days before the start of the event, the Conference Venue will recognize this in its invoice.
- 8.3. In the event of an upward deviation, the actual number of participants shall be invoiced.
- 8.4. If the number of participants deviates by more than 10%, the Conference Venue shall be entitled to fix the agreed prices anew and to exchange the confirmed rooms.
- 8.5. If the agreed start and end times of the event are shifted without the written consent of the Conference Venue, the latter may charge additional costs for the provision of personnel and equipment, unless the Conference Venue is responsible for the shift.

#### **9. Bringing along food and drinks**

- 9.1. The Client shall not be permitted to bring food and drinks to events in principle. Exceptions require a written agreement with the Conference Venue. In these cases, a contribution to covering overhead costs will be charged.

#### **10. Liability of the Conference Venue; loss or damage to objects that have been brought along**

- 10.1. Exhibits or other items that have been brought along, including personal effects and valuables, are kept in the rooms and event space at the Client's risk. In the event that accommodation is the main or essential service provided by the Conference Venue, the Conference Venue's liability for the accommodation service shall be limited to the statutory provisions of the German Civil Code (Sections 701 et seq. German Civil Code). Outside the accommodation services, the Conference Venue shall not assume any liability for the loss or destruction of objects or damage to them. This shall also apply to financial losses, except in the event of gross negligence or wilful intent on the part of the Conference Venue. In addition, the Conference Venue shall only be liable for other damages which are based on an intentional or grossly negligent violation of duties on the part of the Conference Venue, and for damages which are based on an intentional or grossly negligent violation of contract-typical duties of the Conference Venue. Contract-typical duties are those duties which are a condition sine qua non for the proper execution of the contract and in the fulfilment of which the Client trusts and may trust. A violation of duty by the Conference Venue is to be equated with a violation of duty by a legal representative or vicarious agents.
- 10.2. Damage resulting from injury to life, body or health shall be except herefrom.
- 10.3. Further claims for damages shall be excluded, unless otherwise provided. Should disruptions or defects occur in the provision of services by the Conference Venue, the Conference Venue shall endeavor to remedy them as soon as it becomes aware of them or upon immediate notice of defect by the Client. The Client shall be obliged to contribute to the elimination of the disruption as far as can be reasonably expected in order to keep the damage as low as possible. In addition, the Client shall be obliged to inform the Conference Venue in due time about the possibility that an extraordinarily high damage might be caused.
- 10.4. Any decoration material brought along and any other objects introduced by the Client have to comply with the fire-protection requirements and other official regulations. The Conference Venue shall be entitled to



request official evidence of this. If such evidence cannot be presented, the Conference Venue shall be entitled to remove material, which has already been introduced, at the Client's expense.

- 10.5. Posting bills or other materials on doors, pillars, walls, screens, poster walls and mirrors, as well as driving in nails or decorative nails shall be prohibited (the use of one- or double-sided adhesive tapes and/or masking tapes shall equally be prohibited). To avoid possible damage, the setting-up and fixing of objects are to be agreed with the Conference Venue in advance.
- 10.6. Any exhibits or other items that have been brought along shall be removed immediately after the event. If the Client fails to do so, the Conference Venue shall be allowed to proceed to their removal or storage at the Client's expense. If the objects remain in the event room, the Conference Venue may charge a reasonable fee to compensate for the use of the event room. The Client shall be free to prove that the above-mentioned claim did not arise at all or not arise in the claimed amount.
- 10.7. Any other objects left behind by the guests shall only be resent upon the Client's request, risk and cost. The Conference Venue shall keep the objects for a period of six months. After that period, the objects will be disposed of.

#### **11. Client's liability for damages**

- 11.1. The Client shall be liable for all damages to the building or fixtures, which are caused by the event participants and/or the visitors, employees, other third parties from the Client's area or by the Client themselves.

#### **12. Conference Venue's liability for damages**

- 12.1. If disruptions or defects occur in the services provided by the Conference Venue, the Client shall have to notify them to the Conference Venue without delay. In response to the Client's notification, the Conference Venue shall immediately make the corresponding efforts to remedy the situation. If the Client fails to notify a defect to the Conference Venue, the entitlement to a reduction of the contractually agreed remuneration shall not arise.

#### **13. Final provisions**

- 13.1. Any modifications or supplements to the contract, the application acceptance or these General Terms and Conditions must be made in writing. Unilateral modifications or supplements by the Client shall be ineffective.
- 13.2. The place of performance and payment shall be the registered seat of the Conference Venue.
- 13.3. German law alone shall apply. The UN Sales Convention and conflict of law legislation are hereby precluded from applying.
- 13.4. The exclusive place of jurisdiction – including for cheque and exchange disputes – in commercial dealings shall be the registered seat of the Conference Venue or, at the Conference Venue's option, Munich. If one of the contracting parties has no general place of jurisdiction in Germany, the registered seat of the Conference Venue shall be deemed to be the place of jurisdiction. However, the Conference Venue shall be entitled to institute actions and other judicial proceedings at the Client's general place of jurisdiction, too.
- 13.5. If any of the individual provisions of these General Terms and Conditions are or become ineffective or void, the effectiveness of the remaining provisions shall not be affected thereby. In all other respects, the statutory provisions shall apply.