General Terms & Conditions for Events

Purview
1. The following General Terms and Conditions apply the use of conference and banquet rooms of the Munich Marriott Hotel (hencein after referred to as "the Hotel") for events and other services and deliveries of the hotel for the clients (herein after referred to as "Event Organizer"). They are equally valid for renting other rooms, show cases, wall- and other spaces.

2. Sublettting and subletting of the contracted rooms, spaces or show cases as well as invitations for interviews, sales and marketing and other events needs prior approval of the hotel in writing, whereas § 540 paragraph 1 clause 2 of the German Civil Code BGB (Bürgerliches Gesetzbuch) becomes invalid if the event organizer is not the user.

3. Terms and Conditions of the event organizer shall only apply if previously contacted in writing.

1. Conclusion of the Contract, Contracting Parties, Liability, Statutory Limitation
a) The contract materializes with the hotel's acceptance of the offer of the event organizer or the user; they are contracting parties.
b) If the event organizer is not the user or a professional agent is involved, the organizer is jointly and severally liable together with the user for all contract obligations if the hotel has an appropriate statement of the event organizer.
c) The hotel is liable with due care and diligence of a prudent businessman for all contractual obligations. The event organizer has no right to claim for compensation. This does not apply to damage due to injury of life, body or health if the hotel is responsible for the breach of duty, other damage based on deliberate or gross breach of duty of the hotel and damage based on a deliberate or negligent offence of contract obligations of the hotel. A breach of duty of the hotel is on par with a legal representative or a vicarious agent. Should there be any disturbance or imperfection in the service, the hotel will resolve the matter upon knowledge or immediate reproach by the event organizer. The client is obligated to make a reasonable contribution in order to resolve the problem and to minimize possible damage. Besides, the client is obliged to inform the hotel of any expected extraordinary high damage in good time.
d) In principle, all claims against the hotel become statute-barred within one year from the commencement of limitation period. Claims for damage become statute-barred regardless knowledge within five years. Reduction of limitation shall not apply to claims due to a deliberate or negligent breach of duty of the hotel.

User and event organizer are liable for the conformity of rules and regulation sin terms of industrial law.

2. Service, Price, Payment, Invoicing
a) The hotel is obliged to provide the contracted service.
b) The client is obliged to pay the contracted or usual price of the hotel for all services required. This applies also to services and expenses of the hotel toward third persons and expenses of the event organizer, especially for claims of companies for copyright enforcement.
c) The contracted prices include value added tax and service charge.
d) Deduction of saved expenditures is considered at No. I, clause 3 and 5. The client is free to proof, that before mentioned claim is not reasonable or not to that extend.
e) Any service during the event will be charged to the event organizer.
f) Deduction of saved expenditures is considered at No. I, clause 3 and 5. The client is free to proof, that before mentioned claim is not reasonable or not to that extend.

3. Cancellation of the Contract by the Event Organizer
a) If a contracted advance payment or demanded according to clause III No. 5 is not made despite a fixes deadline, the hotel reserves the right to cancel the contract.
b) In addition the hotel reserves the right to withdraw from the contract due to an objective justified reasons, for example if:
- Force majeure or other circumstances beyond the control of the hotel makes fulfillment of the contract impossible;
- Functions are booked on misleading or false statements of substantial facts regarding the premises;
- The hotel has reasonable grounds to assume that the function endangers hotel operation, the security or the image of the hotel in public without being attributed to the territory and/or organization of the hotel;
- There is a violation of clause I no. 2.
c) In case of a legitimate cancellation through the hotel, the client has no right to claim for compensation.
d) Despite mentioned, the organizer is obliged to inform the hotel unsolicited if the performance and/or the event is suitable or to endeavor the interest of the hotel due to its subject or character.

4. Cancellation of the Hotel
a) If the event organizer has the right to cancel in writing within a fixed time, the hotel on his part has the right to withdraw from the contract in this time, if there are booking requests from other organizers for contracted rooms and the organizer renounces his right to withdraw from the contract upon enquiry of the hotel.
b) If a contracted advance payment or demanded according to clause III No. 5 is not made despite a fixes deadline, the hotel reserves the right to cancel the contract.
c) In addition the hotel reserves the right to withdraw from the contract due to an objective justified reasons, for example if:
- Force majeure or other circumstances beyond the control of the hotel makes fulfillment of the contract impossible;
- Functions are booked on misleading or false statements of substantial facts regarding the premises;
- The hotel has reasonable grounds to assume that the function endangers hotel operation, the security or the image of the hotel in public without being attributed to the territory and/or organization of the hotel;
- There is a violation of clause I no. 2.
d) In case of a legitimate cancellation through the hotel, the client has no right to claim for compensation.
e) Despite mentioned, the organizer is obliged to inform the hotel unsolicited if the performance and/or the event is suitable or to endeavor the interest of the hotel due to its subject or character.

5. Alterations in the Contracted Number of Participants and Event Period
a) The hotel must be informed on an alteration of the contracted number of participants of more than 5% five (5) working days prior to the first day of the event at least; the hotel reserves the right to confirm in writing.
b) A reduction of contracted number of participants through the event organizer of maximum 5% will be accepted by the hotel upon invoicing. If the number of participants varies above that percentage the contracted number of participants minus 5% will be based for invoicing. The event organizer reserves the right to reduce the contracted price by the saved expenditures due to a reduced number of participants.
c) In case of any greater difference the actual number of participants is used.
d) If the number of participants differs by more than 10% the hotel reserves the right to newly calculate the contracted price as well as to switch the contracted rooms, unless this is not reasonable for the event organizer.
e) If the contracted beginning and ending of the event are postponed and provided the hotel agrees to this postponement, the hotel reserves the right to charge the additional service adequately, unless the hotel is to blame for that.

6. Brought Food and Beverages; Additional Requirements
a) In principle, the event organizer is not allowed to bring food and beverages to the event. Any exception requires a written consent of the hotel. In these cases a lump sum is contracted in order to cover the overheads.
b) In principle, advertisements and publications inviting for interviews or marketing events or giving information regarding the contracted event as well as other marketing actions requires previous approval of the hotel. If any publication is done prior to approval, the hotel reserves the right to cancel the event and claim for injunction.
c) In case of an event continues beyond 00:00 a.m., the hotel reserves the right to demand a surcharge for the staff members.
d) Cooperative's energy requirements are not included.
e) If an event organizer implements one or more things during the event will be charged to the event organizer.
f) Date portions are binding to both contration parties. After due date, the hotel reserves the right to rent the banquet rooms to somebody else.
g) The event organizer enthuizes the hotel with the disposal of the packaging, the hotel reserves the right to charge the costs.
7. Technical Equipment and Facilities; Activities of the Event Organizer in the Hotel

a) If the hotel procures technical equipment and other facilities from third upon request of the event organizer, the hotel acts in the name, authority and on account of the event organizer. The hotel orders any outside services only on account and in the name of the event organizer. The organizer respectively promoter exempts the hotel fully extensively from claims by third. The event organizer is liable for the careful treatment and according to the rules that apply. He exempts the hotel of all claims by third regarding the provision of the equipment and facilities.

b) The use of own electrical equipment by using the supply system of the hotel requires the hotel’s consent in writing. Any disruption or damage to the electrical equipment of the hotel due to the use of these appliances shall be charged to the event organizer if the hotel is not liable. The hotel reserves the right to calculate and charge a lump sum for electricity costs arising by the use of the appliances.

c) Prior to approval of the hotel, the event organizer has the right to use his own telephone, fax and data transmission equipment. The hotel reserves the right to charge a connection fee.

d) If available facilities of the hotel remain unused due to the use of own appliances, a deficiency can be charged.

e) Any disruptions of technical or other appliances rendered by the hotel will be eliminated immediately if possible. Payments can not be withhold or reduces if the hotel is not liable.

9. Liability of the Organizer

a) If the organizer is a legal entity, he is liable for any damage to the building or fixtures and fittings caused by participants or visitors, his employees, outside service providers or any third party in his responsibility or himself.

b) The hotel reserves the right to ask for adequate securities (i.e. insurances, deposits, guarantees). Especially, the hotel reserves the right to have the installation checked by experts hired by the hotel. The costs are born by the organizer.

c) The hotel orders any outside services only on account and in the name of the event organizer. The organizer respectively promoter exempts the hotel fully extensively from claims by third. In addition, all cases are excluded from this warranty disclaimer, in which the temporary storage is based on a contracted obligation representing circumstances of an individual case.

d) If available facilities of the hotel remain unused due to the use of own appliances, a deficiency can be charged.

e) Any disruptions of technical or other appliances rendered by the hotel will be eliminated immediately if possible. Payments can not be withhold or reduces if the hotel is not liable.


a) Alterations or supplements to the contract, the acceptance of the order or this General Terms and Conditions for Events must be in writing. Unilateral alterations or supplements by the client are ineffective.

b) Exclusive place of jurisdiction in commercial operation is (residence of the operating entity).

c) German law applies. The application of UN-sales law and the law of conflicts is excluded.

d) Should certain provisions of these General Terms and Conditions for Events become invalid or void, the effectiveness of the remaining provisions is not affected. Besides, statutory provisions apply.

h) Regarding music events the event organizer is obliged to inform the society for musical copyright enforcement, GEMA.