

General terms and conditions for events

These Terms and Conditions apply to the provision of conference and banquet areas in the Hotel to be used for events and for all services and deliveries in connection therewith. Reservations of hotel rooms are subject to separate terms and conditions. The Hotel may call for an advance payment at an appropriate amount. In case of delayed payment, the Hotel shall be entitled to cancel the Contract, but this shall not entail any liability for damages on the part of the Hotel, as far as this is legally admissible.

1. The conference and banquet contract enters into effect when both parties have legally signed the contract. The General Terms and Conditions are an integral part of the Contract.
2. The costs for providing the areas are subject to the price-lists in effect at the time of the event. They are also due for payment if any individual areas ordered are in fact not utilized.
3. Where booked areas are intended for conferences or meetings, the costs for providing the areas may be reduced by 50 % if a standardized meal is collectively taken by all registered participants of the event.
4. The number of people actually attending the event are permitted to exceed or fall short of the notified number of participants by 10 % (guaranteed number), unless the Orderer has informed the Hotel in writing of the excess or shortfall no later than two working days prior to the commencement of the event. After this deadline, it is no longer possible for organizational reasons to change the guaranteed number. In such a case, the charge for meals and drinks will be calculated according to the guaranteed number of people, even though the number of participants actually appearing is smaller. If the notified number of participants is exceeded, the meals and drinks consumed are charged on the basis of the actual number of people appearing.
 - 4a. In the event that the actual number of participants exceeds the guaranteed number to a considerable extent thus endangering the smooth course of business of the Hotel or the event, then the Hotel shall be entitled to terminate the contract for good and valid cause.
5. The Orderer and the Organizer shall be liable for the payment of any additional meals, drinks etc ordered additionally by the participants according to evidence provided by the Hotel.
6. The Hotel shall be entitled to compensation from the Orderer and Organizer for any damage to and/or loss of equipment and/or fixtures of the Hotel on the occasion of the event, even if such damage or loss is due to slight negligence. This includes also the hotel-owned outdoor facilities.
 - 6a. The use of the WLAN connection is at your own risk. By using the WLAN connection of the hotel, the user declares that he/she does not violate the rights of others (e.g. copyrights, etc.). In case of rights violations solely the user is liable. The user indemnifies the hotel from third party claims.
7. The transport to the Hotel, installation/assembly, dismantling and removal of exhibition and other objects shall be the sole responsibility of the Orderer/Organizer at his exclusive risk. Details shall be coordinated with the Hotel one week prior to the commencement of the event. Upon request, it is possible to make support personnel available for transport and installation/assembly within the scope of the Hotel's possibilities. The costs arising shall be charged separately. The Hotel does not assume any liability for damage to or loss of objects brought in by others. No insurance coverage exists on the part of the Hotel. The appropriate insurance coverage, e.g. for items on display, is the sole responsibility of the Orderer/Organizer. Decoration material must comply with the requirements of the fire police and shall not be fitted unless expressly consented to by the Hotel – like all other objects. At the end of the event, all objects brought in must be removed from the Hotel. If not, the material will only be stored in place with the agreement of the Hotel, and in any case the storage will be payable. The place of the storage will be selected by the Hotel. If the objects are stored in the conference or exhibition area, the storage fee will be at least subject to the agreed rental fee for the area used.

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8. Malfunctions of or defects on the facilities provided by the Hotel will be remedied by the Hotel, as far as this is possible. In the event that the rented object cannot be made available by the Hotel in due time, any monetary liability shall be limited to the agreed rental fee. In the event of a positive violation of the contract the Hotel shall only be liable for violations caused by intent or gross negligence.

9. In case of Force Majeure or any other obstacle for which the Hotel is not responsible, the Hotel shall be entitled to withdraw from the contract of banquet, and the Orderer/Organizer shall not have any right to claim damages.

10. If the rental object is not used by the Orderer/Organiser in accordance with the statements made in the booking order or if such an improper use must be expected, the Hotel shall be entitled to withdraw from the banquet contract immediately. This shall also be applicable if it turns out after conclusion of the banquet contract that the participants or the object of the event are incompatible with the rightful interests of the Hotel.

11. The Orderer and the Organizer are jointly and severally liable for all obligations resulting from the contract. The place of performance and place of jurisdiction in connection with all obligations under this contract shall be Lübeck.

12. In the event that any provisions of the banquet contract (including these Terms and Conditions) are or become ineffective, the validity of all the other provisions shall nevertheless remain in full force and effect. The parties shall replace any ineffective provision by such other provision which they would have used instead had they been aware of the Ineffectiveness of the replaced provision.

13. Concerning the provision of hotel rooms, the following cancellation terms of the contract for conference and banquet areas shall also apply to up to 19 hotel rooms: Up to this date, the statement of withdrawal must have been received by the Hotel and/or the Orderer. The agreed room prices, less a lump sum of 10 % for expenditure saved, shall be paid by the Orderer, even if nobody has used the booked rooms. A hotel room is deemed to be "not used", if the guest notified has not occupied the room by 5 p.m. on the day booked, except the delayed arrival of that guest has been advised in due time before. The Hotel shall not charge the Orderer for the room price if it has declared in writing that it agrees to the cancellation or revocation of the entire or partial quota of hotel rooms.

Concerning the provision of more than 19 hotel rooms please note the additional contract of accommodation.

14. If an event cannot take place for reasons beyond the Hotel's control, the Hotel shall nevertheless retain its claim for payment of the rent. Subject to the time of cancellation of the event and depending on what additional services were scheduled, in particular what meals and drinks were planned for consumption, the Hotel shall be entitled to an appropriate compensation. The details of the rent and the compensation are shown in the following list.

Events up to 100 persons:

Date of cancellation (calendar day)

up to 4 weeks prior to arrival: no charge

3 – 4 weeks prior to arrival: 25 % of the turnover lost

2 – 3 weeks prior to arrival 50 % of the turnover lost

less than 2 weeks prior to arrival:80 % of the turnover lost.

Events from 101 persons:

Date of cancellation (calendar day)

up to 8 weeks prior to arrival: no charge

6 – 8 weeks prior to arrival: 25 % of the turnover lost

6 – 4 weeks prior to arrival 50 % of the turnover lost

less than 4 weeks prior to arrival: 80 % of the turnover lost.

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Data Protection

1. The GDPR (Datenschutzgrundverordnung, DSGVO (General Data Protection Regulation)) of the European Union will become effective on May 25th 2018. The Senator Hotel GmbH & Co.KG will process personal data of natural persons accordingly. (Legal basis Article 6 EU-DSGVO)
2. The privacy policy can be viewed at www.senatorhotel.de or requested from Mrs. Katrin Gecht, data protection officer for Senator Hotel GmbH & Co.KG, at +49 451-142 0 or email Datenschutz.lbczh@radissonblu.com.

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