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## **GENERAL TERMS AND CONDITIONS FOR ORGANISED EVENTS**

### **For City Hotel Würzburg, Standard January 2018**

#### **SCOPE**

1. These terms and conditions shall apply to contracts for the rental of the hotel's conference, banquet, and convention rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other additional services and goods performed/provided in connection thereof by the hotel for the customer.
2. The hotel's prior consent in written form is needed if the rooms, areas, or display cases are to be rented or sublet to a third party, or if invitations are given for interviews, sales promotions, or similar events, whereby section 540, para. 1, sentence 2 German Civil Code (BGB) is waived insofar as the customer is not a consumer.
3. The customer's general terms and conditions shall apply only if this has been expressly agreed on previously.

#### **CONCLUSION OF CONTRACT, PARTIES, LIABILITY, STATUTE OF LIMITATIONS**

1. The hotel and the customer are the contracting parties and the contract shall come into effect upon the hotel's acceptance of the customer's offer. The hotel may confirm the room reservation in written form at its discretion.
2. If the customer / ordering party is not the event organizer or is switched to the services of a commercial agent or organizer, the organizer shall be liable together with the customer for all obligations under the contract, as long as the hotel has a corresponding statement by the organizer.
3. The hotel is liable for its contractual obligations. Further it is liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or agents. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to solve these upon knowledge thereof or upon objection by the customer made as soon as reasonably possible. The customer is obliged to undertake actions reasonable to eliminate the disruption and to keep any possible damage to a minimum. In addition, the customer shall be obliged to notify the hotel in due time if there is a possibility that extraordinarily extensive damage may be incurred.
4. Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations period. Damage claims shall be time-barred after five years, dependent on knowledge thereof, insofar as they are not based on claims arising out of harm inflicted on life, limb, physical health or liberty. These damage claims shall be time-barred after ten years independent of knowledge thereof. The reduction of the statute of limitation periods shall not apply to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

#### **SERVICES, PRICES, PAYMENT, OFFSET**

1. The hotel is obligated to provide the services ordered by the customer and confirmed by the hotel.
2. The customer is obligated to pay the agreed or applicable hotel prices for rooms provided by the hotel and for other services provided by the hotel. This also applies to the services and disbursements ordered by the customer and performed by the Hotel for third parties, in particular, to the demands made by copyright collecting societies. In all cases, the agreed-to prices include the statutory VAT.
3. Hotel invoices not stating a due date are payable without deduction and due within ten days of receipt of the invoice. The hotel can demand immediate payment of due debt from the customer in case of arrears, the Hotel is entitled to demand payment of the effective statutory arrears interest, currently amounting to 8%, or, in the case of legal transactions in which the consumer is a participant, amounting to 5%, above the basis interest rate. The Hotel reserves the right to show a greater loss.
4. The Hotel is entitled, upon concluding the contract, to demand a reasonable advance payment from the customer or a security performance in the form of a credit card guarantee, a down payment, or such. The amount of the advance payment and payment dates may be agreed in written form in the contract.
5. In justified cases, for example, when the customer is in arrears or when the scope of the contract has been increased, the Hotel is entitled to demand, also after the conclusion of the contract up to the commencement of the event, an advance payment or security as described in 4. above, or an increase in the advance payment or security performance agreed upon in the contract, up to the full contractual amount.
6. The customer can only exercise a right of retention and/or offset or reduce a payment demand on the part of the Hotel by means of an uncontested or legally binding demand of its own.

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## **WITHDRAWAL OF THE CUSTOMER (CANCELLATION; ANNULMENT) / FAILURE TO USE CITY HOTEL WÜRZBURG SERVICES (NO SHOW)**

1. Cancellation by the customer of the contract concluded with the Hotel requires the written consent of the Hotel. If this is not given, then the room rental agreed upon in the contract, along with services requested by third parties, are to be paid in all cases, even when the customer no longer avails himself of the contractual services, and a substitute rental is no longer possible.
2. Insofar as the hotel and customer have agreed upon a date for a cost-free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's cancellation right expires if he does not exercise his cancellation right by the date agreed upon, in writing, vis a vis the Hotel.
3. Feedback concerning exact number of participants by no later than 8 days before the event
  - Free cancellation of booked services up to 30 days before the event
  - From the 29th day to 18 days before the booked event: 30% of booked services
  - From the 17th to 8 day before the booked event: 60% of booked services
  - From the 7th to 1st day before the booked event: 85% of booked services
4. The food revenue is calculated according to the formula: agreed-upon price per meal x (times) the number of participants. If no price had yet been agreed for the menu, then the least expensive three course menu in the current set of event offerings shall apply.
5. If a seminar flat rate per participant has been agreed, then the hotel shall be entitled to charge for 60% of the convention at-rate x agreed-upon number of participants for a cancellation between the 8th and 4th weeks prior to the event date and for 85% in the case of a later cancellation.
6. If the customer withdraws 24 hours before the event date or later (also non- appearance on the day of the booked event without prior notice), a cancellation fee of 100% of the contractually agreed sum will be applied.

## **CANCELLATION OF HOTEL**

1. Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time, if inquiries from other customers for the contractually booked event rooms exist and the customer, upon further inquiry on the part of the Hotel, is unwilling to relinquish his right to cancellation.
2. If an agreed-upon advance payment or security performance, or an advance payment or security performance demanded according to III. 4. and/or 5. above, after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to withdraw from the contract.
3. Furthermore, the hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, if- Make force majeure or other circumstances beyond the hotel's control render the fulfilment of the contract impossible;
  - Events or rooms are reserved with misleading or false information regarding material contractual facts, e.g. regarding the person of the customer or the purpose of his use of the rental rooms;
  - The hotel has justified cause to believe that the event may jeopardize the smooth operation, security, or the hotel's reputation in public, without this being attributable to the Hotel's domain of responsibility;
  - the purpose or the occasion of the event is illegal.
  - A breach of clause I., No. 2 exists.
4. The justified withdrawal by the hotel constitutes no claims for damages by the customer.

## **CHANGES IN NUMBER OF PARTICIPANTS AND TIME OF EVENT**

1. If the number of participants changes by more than 5%, the hotel must be notified at least five working days before the event; the hotel's consent is required in written form.
2. A reduction in the number of participants by the customer of up to 5% will be acknowledged by the Hotel at the time of billing. Should the discrepancy exceed this amount, the originally agreed-upon number of participants, less 5%, will be used as the basis for the billing. The customer has the right to reduce the agreed-upon price by the amount of cost savings which he can demonstrate have resulted from the lower number of participants.
3. In case of deviation to the above, the actual participant number is used as basis of the calculation.
4. When the number of participants by more than 10%, the hotel shall be entitled to predetermine the agreed prices and to exchange the confirmed room reservations unless this is unreasonable for the customer.
5. Should the event's agreed-upon starting or finishing times change, and should the Hotel agree to these changes, the Hotel is entitled to bill a reasonable amount for the additional readiness to perform services, unless the hotel is at fault.

## **BRINGING OF FOOD AND BEVERAGES**

The customer may not bring food or beverages to events generally. Exceptions require an agreement with the hotel in writing. In these cases, a contribution to cover the overhead costs is calculated.

## **TECHNICAL EQUIPMENT AND CONNECTIONS**

1. To the extent the hotel obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney and for the account of the customer. The customer is liable for the careful handling and proper return of the equipment. The customer frees the Hotel from all claims on the part of third parties stemming from the use of this equipment.
2. The use of the customer's own electrical equipment with electricity from the Hotel's electrical system requires the Hotel's written consent. Disturbances or damage to the Hotel's technical installations through the use of such equipment are the responsibility of the customer, provided that the Hotel is not at fault. The hotel may charge a flat fee for electricity costs incurred through such usage.
3. The customer is entitled, with the consent of the hotel, to use his own telephone, fax and data transmission devices. The hotel may charge a connection fee.
4. If suitable hotel equipment remains unused because the customer's own equipment is connected, a charge may be made for lost revenue.
5. Malfunctions of technical or other equipment provided by the hotel will be remedied promptly whenever possible. Payments cannot be held back or reduced, provided that the Hotel is not responsible for the disturbances.

## **LOSS OF OR DAMAGE TO BROUGHT PROPERTY**

1. Items brought by the customer for exhibition or other purposes, including personal items, remain on the premises at the customer's own risk. The Hotel assumes no liability for loss, demise or damage to such items, nor for financial losses, except in cases of gross negligence or intentional acts on the part of the Hotel. Excepted here from are cases of damage caused as a result of harm inflicted on life, limb and physical health. In addition, in all cases in which the safekeeping represents a contractually typical obligation due to the circumstances of the individual case, release from this liability shall be prohibited.
2. Decorations brought in must conform to the fire protection technical requirements. The hotel is entitled to require official evidence thereof. Should such proof not be given, then the hotel shall be entitled to remove materials already brought in at the cost of the customer. Due to the possibility of damage, the setting up and mounting of objects should be coordinated in advance with the Hotel.
3. Objects on exhibit and other items must be removed immediately following the end of the event. If the customer fails to do so, the hotel may remove and store such at the customer's expense. If the items remain in the event room, the Hotel is entitled to add to the bill a reasonable amount for the continued use of the room for that period of time.

## **CUSTOMER'S LIABILITY FOR DAMAGES**

1. Insofar as the customer is an entrepreneur, he is liable for all damages to buildings or inventory caused by event participants and/or visitors, employees, third parties from his domain or by himself.
2. The hotel may require the customer to provide reasonable security, (e.g., insurance, security deposits, surety bond), guarantee.

## **FINAL PROVISIONS**

1. Amendments and supplements to the contract, the acceptance of offers, or these general terms and conditions should be made in written form. Unilateral changes and supplements made by the customer are invalid.
2. Fulfillment and payment is the location of the hotel.
3. For commercial dealings, the exclusive jurisdiction—including jurisdiction for check and exchange disputes—is the registered office of the Hotel under company law. Insofar as a contracting party fulfills the requirement of section 38. Para. 2 of the German Code of Civil Procedure (ZPO), and does not have a place of general jurisdiction within the country, the courts at the business location of the hotel have jurisdiction.
4. German law applies. The application of the CISG and the Conflict law is excluded.
5. Should individual provisions of these General Terms and Conditions be invalid or void for events, the validity of the remaining provisions shall not be affected.