

# General Booking and Cancellation Terms and Conditions of AVALON Hotelpark Königshof for Rooms and Events

## Dear guest!

We are anxious to make your stay in our hotel as pleasant as possible. We would therefore like to inform you on our services, our warranties and your responsibility to us. Please observe the following General Terms and Conditions that are meant to govern and to settle the contractual relationship between you and us to our mutual satisfaction.

## I. Conclusion of contract

1. The contract is deemed to be concluded once the rooms, surfaces or other services have been ordered and confirmed or, if no confirmation is possible for lack of time, once such rooms, surfaces or other services have been placed to your disposal.
2. Services will only be provided on the basis of the present General Terms and Conditions of the hotel. Any General Terms and Conditions of the customer will not be accepted.
3. Any subletting, sharing or assigning of the accommodation to third parties is subject to the hotel's prior written consent.
4. If any third party has given the order on behalf of the guest, the third party together with the guest will jointly be responsible to the hotel as joint debtors. The hotel shall be entitled to claim a reasonable advance payment from the customer or from the third party.
5. If the content of the booking confirmation differs from the content of the registration, the differing content of the confirmation shall be binding for the guest and the hotel unless the guest exercises the offered right to withdraw from the contract within 10 days.

## II. Arrival and departure

1. Once the hotel reservation contract is concluded, the partners to the contract are committed to fulfil the contract, irrespective of the time the contract has been concluded for.
2. Unless otherwise agreed upon, the rooms are available from 3.00 p. m. on the day of arrival and must be vacated by 10.00 a. m. at the latest on the day of departure.
3. Unless expressly agreed upon a later time of arrival, the hotel reserves the right to resell the ordered room unless it is not occupied by 6.00 pm.

## III. Prices, services

1. The agreed price and services of the hotel shall be specified in the booking confirmation. Unless the reservation has been confirmed, the prices displayed at the hotel reception shall apply. The prices include service and VAT.  
The guest shall be responsible for paying the prices of the hotel applying to or agreed for the services taken up. This shall also apply to services provided to and expenses made to third parties at the customer's instance.
2. If the VAT rate changes after conclusion of the contract, the prices agreed upon shall change accordingly.
3. The hotel shall be entitled to change prices if the guest desires to change conditions concerning the booked rooms or services of the hotel after conclusion of the contract.
4. The guest shall have no claim for provisioning of certain rooms. In case rooms specifically agreed upon are not available, the hotel keeper shall be responsible for providing an adequate alternative in the house or in other objects.
5. Any payment made for services the guest has not taken up is non-refundable.

## IV. Events

1. The organiser shall inform the hotel about the definite number of participants with at least 6 working days notice before the date of the event.
2. If the number of participants is up to 5% less than the definitely announced number, the actual number of participants will be charged. If the number of participants is more than 5% less, this difference cannot be taken into consideration and shall be on the organiser's account.
3. If the number of participants is above the definitely announced number, the actual number of participants will be charged. If the number of participants is increased by more than 5%, this is subject to prior agreement with the hotel.
4. If the event overruns midnight and unless the agreed charges cover a time period exceeding midnight, the hotel shall be entitled to invoice service charges starting from 12.00 p. m.
5. The organiser shall generally not have the right to bring his own food and/or drinks to the event. In special cases (national specialties, etc.), however, agreements to the contrary are subject to the prior written consent of the hotel. In such cases, a service rate or BYO corkage shall be charged.
6. The organiser and the orderer shall be responsible for payment of any additional food and drink ordered by the participants of the event.
7. If the provided service and/or the event, due to its nature or content, might arouse public interest or compromise or jeopardise the hotel's concerns, the organiser/orderer shall be responsible for informing the hotel without further demand about such circumstances.
8. Any newspaper advertisements or other advertising measures or publications, particularly invitations for interviews, political or religious events or selling events that bear any relation to the hotel are subject to the hotel's consent.
9. The organiser shall be allowed to deliver any decoration material and any other exhibition objects for the event within 24 hours prior to the start of the event. Such material and objects must be picked up within 24 hours after the end of the event. Attachment of decoration material and similar objects to ceilings, walls and any other part of the hotel facilities is subject to the director's content. Such materials must be in compliance with the fire regulations. In case of doubt the orderer shall obtain a confirmation from the fire brigade that the materials are unobjectionable.

## V. Payment. Invoices from the hotel

1. The hotel may demand a reasonable advance payment for the booking on conclusion of the contract or afterwards. The amount of the advance payment and the term of payment shall be agreed upon in writing in the contract.
2. Invoices shall be paid without any deductions within 7 days from date of invoice.
3. In case of default of payment the hotel shall be entitled to charge interests on arrears of 5% or 8% over the corresponding base rate unless the hotel provides evidence of a higher or the guest provides a lower damaged caused by the delay.
4. A reminder fee amounting to 5,00 EUROS shall be charged for each reminder after occurrence of the default.
5. Place of payment is the domicile of the hotel, even if credits are granted for the amount due according to special agreements and/or if the payable amount becomes due later according to special invoicing or agreements.

6. Only claims of the customer that are undisputed and recognized by final judgement can be set off against claims of the hotel.

#### VI. Withdrawal, cancellation by the customer

1. Any withdrawal from the contract must be notified in writing and is subject to the hotel's written consent. Otherwise the guest is responsible for paying for the agreed service to the hotel even if he hasn't taken up contractual services. This shall not apply in cases of default of performance by the hotel or in cases of intent or gross negligence making performance impossible.
2. If a period for withdrawal from the contract has been agreed upon, the guest may withdraw within this period without giving reason to the hotel to claim for payment or damages. The right to withdraw from the contract shall expire unless the guest notifies the hotel of his withdrawal within the period agreed upon.
3. a) No extra charges must be paid if cancellation of warranted individual bookings is made with at least 2 days notice before the arrival date.  
b) The terms of cancellation for events/meetings/groups are as follows:  
Cancellation of meetings/events with up to 20 participants  
> no extra charges for cancellation with at least 4 weeks notice before the start of the event  
Cancellation of meetings/events with up to 80 participants  
> no extra charges for cancellation with at least 6 weeks notice before the start of the event  
Cancellation of meetings/events with 81 participants and more  
> no extra charges for cancellation with at least 8 weeks notice before the start of the event  
Unless the orderer takes up the services of the hotel after conclusion of the contract due to cancellation by himself and if the hotel is unable to re-let the cancelled facilities during the agreed booking period and at the same price, the orderer shall be responsible for paying for the agreed number of hotel rooms. Moreover, the hotel shall be entitled to apply a no-show charge amounting to 35% of the conference rate for cancellations made by the orderer after the expiry of the free cancellation period until the 15th day before the start of the event, 50% between the 8th and the 14th day in advance of the first day of the event, 65% for cancellations between the 3rd and the 7th day in advance of the first day of the event, and 85% of the conference rate for cancellations with less than two days notice before the first day of the event. If no flat rate amount has been agreed upon for the anticipated consumption of food and drinks, this will be calculated on the basis of the currently applicable conference flat rate of the hotel, multiplied with the anticipated number of participants.
4. Cancellation charges for technical facilities ordered for the realisation of an event shall apply as far as any costs have already been incurred at the time of cancellation due to provisioning of such facilities and if such costs cannot be covered by the use of such facilities for other purposes.

#### VII. Cancellation by the hotel

1. The hotel shall be entitled to withdraw from the contract for objectively justified reasons, particularly in the following cases:
  - a) Default of requested advance payments within the agreed time period, notwithstanding any further rights of claiming for compensation of loss of profits.
  - b) Force Majeure or other circumstances beyond the hotel's control that render performance of the contract impossible.
  - c) Any breach of the stipulations under IV.7. In this case the hotel shall also be entitled to call off the event. The stipulations under VI of these Terms and Conditions shall apply accordingly, notwithstanding any other claims for compensation of damages of the hotel.
  - d) If the hotel has well-founded reason to assume that the use of the hotel service, especially the event planned to take place in the hotel, might affect smooth course of business, the safety and/or the hotel's reputation.

- e) If misleading statements or misrepresentations are made e. g. about the organiser or the purpose of the event.
2. If a written agreement has been made with the guest regarding his right to withdraw from the contract until a specified date, the hotel shall be entitled to withdraw from the contract within the period until such date, if other guests request the same accommodation/function rooms booked under the contract and unless the guest abandons his right to withdraw from the contract upon the hotel's inquiry.
3. The guest shall have no claim for compensation of damages if the hotel's withdrawal from the contract is legitimate.

#### VIII. Liability

1. The hotel's liability to the guest is subject to the provisions of the German Civil Code. However, the hotel's vicarious liability for the acts of its vicarious agents and legal representatives is restricted to intent and gross negligence of such persons.
2. The organiser/orderer shall be responsible for providing for appropriate insurance of any object, especially exhibitions, that he has brought to the event. Liability for money and valuables shall only be restricted to an amount of € 800,00 according to art. 701 of the German Civil Code. Any liability is excluded if the objects were left in unclosed accommodations and rooms. The hotel offers the guest to deposit valuables at the reception. Money can be deposited against receipt.
3. The organiser/orderer shall be held liable for any losses or damages caused by himself as well as caused by his employees, assistants or participants of the event.
4. As far as the hotel provides foreign services, technical and other facilities from third parties for the guest, this shall be done on behalf and for account of the guest. The guest shall hold the hotel harmless and free of any claim of third parties.
5. The hotel shall not accept liability for accidents that happen during leisure activities of any type, unless such accidents happen due to the hotel's intent or gross negligence.

#### IX. Miscellaneous

1. Animals are only permitted after the hotel's prior consent and against payment of an extra charge. No animals are allowed in rooms where foods and drinks are served.
2. The hotel shall exercise utmost care when carrying out your orders for wake-up calls. The hotel shall not accept any compensation for damage due to faulty performance.
3. Information shall be provided to the best of our knowledge. The hotel shall not accept any compensation for damages.
4. Lost property shall only be forwarded upon request. It will be kept in the hotel for six months. After expiry of this period objects of apparent value shall be handed over to the local lost property office.
5. The hotel shall handle messages, mail and consignments for the guest with great care. Such messages, mail and consignments shall be stored, delivered or forwarded against reimbursement of costs and upon express request. However, the hotel shall not accept any liability for losses, defaults or damages.

#### X. Final provisions

1. Any different agreement or ancillary verbal agreement must be in written form to come into effect. Such agreements shall not come into effect without the hotel's written confirmation. This shall also apply to any waiver of this written-form requirement.
2. The performance of this contract and all disputes arising therefrom are subject to the jurisdiction at the domicile of the hotel (place of business), as far as allowed by law.
3. Should any individual provisions of the above General Conditions and Terms be or become invalid or void, this will not affect the validity of the other provisions.