



**General terms and conditions of business (GTC) of the GENO-HOTEL  
Betriebsgesellschaft mbH**

Version: March 2018

**1. Scope**

1.1

The following General terms and conditions of business of the GENO-Hotel Betriebsgesellschaft mbH (hereinafter abbreviated as "hotel") apply for the rental provision of hotel rooms for accommodation as well as of conference, banquet and event rooms for the execution of events, as well as in respect of all associated services and deliveries.

1.2

The subletting or re-letting of the hotel rooms, other rooms, areas and showcases provided as well as invitations for job interviews, sales events and similar events, or the use of the hotel rooms for a purpose other than the purpose of accommodation all require the prior written consent of the hotel.

**2. Conclusion of contract, joint obligation**

2

The contracting parties are the event organiser and the hotel. If the party placing the order is not the event organiser then the hotel may demand an advance payment of an appropriate amount from the party placing the order. The event organiser and the party placing the order are jointly and severally liable together.

2.1

2.2

The contract comes into existence by means of the hotel's confirmation of order. The event organiser assumes the payment of the services that were additionally ordered by the participants if nothing else was agreed upon between the hotel and the event organiser.

2.3

If the confirmation is subject to conditions precedent (declaration of cost, deposit payments), the contract is only concluded upon the fulfilment of these conditions.

**3. Prices, invoices, default**

The hotel is obliged to render those services ordered by the customer and promised by the hotel.

3.1

3.2

The customer is obliged to pay for the above services and any other services used at the prices that apply or agreed with the hotel. This also applies in respect of the hotel's services and outlays rendered to third parties that are linked with the event.



### 3.3

The agreed prices include statutory VAT as the rate applying at the given time. If the period between the conclusion and fulfilment of the contract exceeds 4 months and if the price generally charged by the hotel for such services increases, then the contractually agreed price may be reasonably increased, but by a maximum of 10% annually.

The prices may be further amended by the hotel if the customer then subsequently wishes changes in the number of hotel rooms reserved, the hotel's services or the duration of the guests' stay and the hotel consents to this.

### 3.5

The hotel must be notified of an increase in the number of participants of events at least 10 working days before the start of the event; it requires the hotel's consent.

In the event of a deviation upwards it shall be based on the actual number of participants.

### 3.7

If the number of participants differs by more than 10%, the hotel is entitled to re-specify the agreed prices and to change the confirmed rooms, unless this is unreasonable for the Customer.

If the agreed start and end times of the event are shifted without the prior written consent on the part of the hotel, the hotel is entitled to charge additional costs for its readiness to render services unless the hotel is at fault.

### 3.8

Hotel invoices not showing a due date are due and payable in full within 10 days of receipt.

### 3.10

For events which go on beyond midnight, the hotel can charge the personnel costs incurred based on the basis of supporting documents, unless otherwise agreed. The details regulated in individual contracts.

### 3.11

The hotel is entitled to demand payment of an appropriate advance payment. The amount of the advance payment and the payment dates must be agreed in writing in the contract.

## 4. Hotel's right of cancellation

In the event of force majeure (fire, strike etc.) or any other impediments that the hotel is not responsible for, especially those outside the sphere of influence of the hotel, the hotel reserves the right to withdraw from the contract without the customer being entitled to any kind of claims as a result of this.

The hotel is entitled to cancel the event or cancel the contract if the hotel has just cause to believe that the event might jeopardise the smooth business operation, safety and public reputation of the hotel; paragraph 4.1 shall apply accordingly.

4.3

If the agreed advance payment is not made even after a reasonable period of grace that was set by the hotel under penalty of refusal then the hotel is entitled to cancel the contract.

4.4

If in the case of an option a right of cancellation was agreed in writing, the hotel is entitled in this period for its part to cancel the contract if booking enquiries of other customers concerning the pre-booked rooms / conference rooms have been made and the customer has not made a fixed period booking for this period when queried about this by the hotel.

4.5

The hotel must immediately notify the customer of the exercising of the right of cancellation.

4.6

The customer can derive no right to compensation from a justified cancellation on the part of the hotel.

## **5. Cancellations, costs**

5.1

The event organiser may cancel this contract up to 45 days before the start of the event free of charge by means of a written notification. In the event of a cancellation after this deadline the hotel shall reserve the right to charge a cancellation fee.

5.2

The cancellation fee refers to the scope of the service respectively agreed upon according to the confirmation of order of the hotel. In the event of cancellation the following cancellation fees shall be charged:

44 days to 35 days before the start of the event	20%
34 days to 20 days before the start of the event	30%
19 days to 15 days before the start of the event	40%
14 days to 10 days before the start of the event	50%
9 days to 5 days before the start of the event	65%
4 days to 2 days before the start of the event	80%
after that	100%

5.3

Contractually agreed costs for the provision of any rooms shall be charged strictly net unless the reserved rooms can be rented to third parties.

5.4

If a date for the cancellation of the contract was agreed between the hotel and the customer (option), the customer can cancel the contract by this date without triggering payment or compensation claims of the hotel. The customer's right of cancellation lapses if he or she does not exercise the right of cancellation towards the hotel in writing by the agreed date, to the extent there is no delay in performance by the hotel or impossibility of performance for which the hotel is at fault.



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## **6. Provision of hotel rooms**

### **6.1**

Any rooms booked are available for occupation by the customer from 1:00 pm on the agreed date of arrival.

The customer does not have any entitlement to an earlier provision of the rooms. The hotel retains the right to dispose of the ordered rooms to other guests after 6:00 pm unless a later time of arrival has been agreed upon in writing.

### **6.2**

On the agreed data of departure, the hotels are to be vacated and made available by no later than 9.00 am.

After this time the hotel may charge, beyond the loss by incurred by it as a result of this, 50 % of the full price of board and lodging (list price) until 6.00 pm, and after 6.00 pm the full applicable price. The customer is at liberty to prove to the hotel that no loss was incurred or a much lower amount of loss was incurred.

### **6.3**

The customer does not have any entitlement to the provision of certain hotel rooms.

### **6.4**

Insofar as the event organiser is provided with parking spaces no safekeeping agreement shall come into being as a result of this. The terms and conditions of use for car parks (and underground car parks) that are on display in the areas of the car parks (and underground car parks) apply for the use of car parks (and underground car parks).

## **7. Due diligence of the event organiser**

### **7.1**

The event organiser shall be liable to the hotel for damages or losses which occur in the course of the event, unless the damage is the responsibility of the hotel.

### **7.2**

The event organiser must obtain an official license that is necessary for an event in good time at its own expense.

### **7.3**

The attachment of decorative material or other items is only permissible with the hotel's prior consent. Exhibition objects and other items that have been brought must be removed after the event. If the event organiser does not meet these obligations then the hotel has the right to have them removed and stored at the event organiser's expense.

## **8. Insurance policies**

### **8.1**

The hotel does not offer insurance cover for items brought in.

### **8.2**

It is the event organiser's responsibility to ensure items brought into the hotel in particular exhibition items, seminar and conference devices are insured at its own expense.