



ALLGEMEINE GESCHÄFTSBEDINGUNGEN

FÜR GRUPPENREISEN,
TAGUNGS- UND BANKETTVERANSTALTUNGEN

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Terms and conditions for group bookings, conferences, and banquets

(according to the recommendations by the German Hotel and Restaurant Association, DEHOGA)

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I. Scope



1. These terms and conditions apply to contracts concerning the lease of hotel rooms for accommodation purposes and/or of hotel premises for conferences, banquets, and events as well as any further services and supplies the hotel provides for the client.
2. Reselling or sub-letting of rented rooms and premises as well as inviting others to job interviews, sales events, etc. requires the hotel's prior consent in writing; §540, Para. 1, Sentence 2, German Civil Code is waived unless the client is the same person as the consumer.
3. The client's terms and conditions do not apply without previous agreement in writing.

II. Conclusion of contract, contractual parties, limitation period

1. The contract is concluded by the hotel's acceptance of the client's application, hotel and client thereby becoming the two contractual parties.
2. If the client/ordering party is not the actual organizer or if the organizer uses the services of another commercial agent or organizing body, the client/ordering party and the organizer are jointly and severally liable for all obligations resulting from the contract insofar as the hotel is able to prove its claims by means of a corresponding statement by the organizer.
3. The hotel is liable for its contractual obligations with the diligence of a prudent businessman. Client claims for compensation are ruled out. This liability disclaimer excludes damages resulting from injuries to life, limb or health if the hotel is responsible of intentional or grossly negligent breach of its duties as well as other damages resulting from intentional or grossly negligent breach of typical contractual duties of the hotel. A breach of contract by the hotel is considered equivalent to a breach of contract by a representative or an assistant in the fulfilment of the hotel's obligations. In case of disruptions or shortcomings in the services provided by the hotel, it shall endeavour to improve the situation immediately upon gaining knowledge or being rebuked by the client. To a reasonable extent, the client is obliged to contribute to eliminating said disruption and minimising damage. Furthermore, the client is obliged to give the hotel due notice should any risk of extraordinarily high damage arise.
4. As a rule, any claims against the hotel are subject to a one-year limitation period starting with the commencement of the legally prescribed limit time. Compensation claims are limited to a period of five years irrespective of knowledge or ignorance. Reduced limitation periods do not apply for claims based on the hotel's intentional or grossly negligent breach of its duties.

III. Services, rates, payment, set-offs

1. The hotel is obliged to provide the services ordered by the client and confirmed by the hotel.
2. The client is obliged to pay the agreed or standard rates for the above services and any other services used. This also applies to the services and expenses of the hotel towards third parties upon the client's request.
3. The agreed rates include the legally prescribed value-added tax. If the time between conclusion and fulfilment of contract exceeds a period of four months during which the rates generally calculated by the hotel for the services concerned have risen, the hotel may increase the contractually agreed rates accordingly by up to 5 %.
4. Rates may be also be changed by the hotel if the client subsequently requests amendments regarding the booked number of rooms, hotel services or duration of stay and if the hotel has given its consent.
5. Hotel invoices not indicating a due date are payable in full within 7 days from date of receipt. The hotel is entitled to declare accrued demands due and immediately payable at any time. In case of delayed payment, the hotel is entitled to charge interest at the legally prescribed rates of currently 8 % or, in case of legal transactions involving a consumer, of currently 5 % above the base interest rate. The hotel reserves the right to provide evidence regarding a greater amount of damage.
6. The hotel is entitled to demand a reasonable advance payment or security deposit on or following the conclusion of contract. The amount of the advance payment and associated due dates may be agreed in writing in the contract.
7. The customer may only set-off or reduce a claim by the hotel with a claim which is undisputed or legally effective.

IV. Withdrawal by the client (Cancellation, Annulment)/Failure to Use Hotel Services (No Show)

1. The client may withdraw from the contract concluded with the hotel without costs subject to the hotel's consent in writing. Without the hotel's written consent, the rates for the agreed

services including third party services must be paid even if the client makes no use of said services and if the hotel could not resell the ordered services to another client.

This does not apply in case of a breach of the hotel's obligation regarding the consideration of the rights and/or legally protected assets and interests of the client, thereby making it impossible for the client to adhere to the contract or giving the client another legal or contractual right of withdrawal from the contract.

2. If a cancellation period was agreed in writing between hotel and client, the client may withdraw from the contract prior to the agreed expiry date of the cancellation period without incurring payment obligations or compensation claims by the hotel. The client's right of cancellation shall expire if the client has not exercised said right in writing by the agreed expiry date of the cancellation period, unless a case of withdrawal by the client in accordance to above Point 1, Sentence 3 is present.

3. The following cancellation conditions apply:

Accommodation/events (14 people or less)

Up to 14 days before day of arrival: free of charge

13 to 8 days before day of arrival: 50 % of the agreed total rate for the booked duration of stay (room rates, restaurant sales, flat-rate charges for conference or banquet, third party services)

7 to 0 days before day of arrival: 80 % of the agreed total rate for the booked duration of stay (room rates, restaurant sales, flat-rate charges for conference or banquet, third party services)

Accommodation/events (15 people or more)

Up to 42 days before day of arrival: free of charge

41 to 28 days before day of arrival: free of charge in case of cancellation by less than 50 % of group participants, otherwise 30% of the agreed total rate for the booked duration of stay (room rates, restaurant sales, flat charges for conference or banquet, third party services)

27 to 14 days before day of arrival: 50% of the agreed total rate for the booked duration of stay (room rates, restaurant sales, flat-rate charges for conference or banquet, third party services)

13 to 0 days before day of arrival: 80% of the agreed total rate for the booked duration of stay (room rates, restaurant sales, flat-rate charges for conference or banquet, third party services)

A hotel cancellation insurance is strongly recommended.

4. The calculation of cancellation charges is based on the agreed room rates. The calculation of food sales is based on the equation: menu rate or package rate × number of participants. If

there had been no agreement on the menu rate, the lowest rate for a three-course menu at the time of the booked event is assumed.

5. A deduction for saved expenses has been taken into account in the calculation of the cancellation charges. The client has the right to provide evidence that the claims specified above are not or not fully justified.

V. Withdrawal by hotel

1. If a charge-free cancellation period for the client was agreed in writing between hotel and client, the hotel is entitled to withdraw from the contract within the specified period if it receives requests by other customers regarding the contractually reserved rooms and/or premises and if the client does not waive his right of withdrawal upon the hotel's inquiry.

2. If an agreed advance payment is not made, even after expiry of a reasonable grace period set by the hotel, the hotel is likewise entitled to withdraw from the contract.

3. Furthermore, the hotel is entitled to an extraordinary withdrawal from the contract for a materially justifiable reason, e.g. if:

- force majeure or other circumstances beyond the hotel's control render the fulfilment of the contract impossible;
- rooms are booked indicating misleading or false information regarding essential facts, such as the client's identity or the intended purpose;
- the hotel has a justified reason to assume that the client's use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation without falling under the control or organization of the hotel;
- there is a breach of above Clause I, Point 2.

4. The client is not entitled to any compensation claims in case of a justified withdrawal by the hotel.

VI. Provision, delivery, and return of rooms

1. The client does not acquire claims for the provision of any particular room.

2. Reserved rooms are at the client's disposal from 3:00 pm on the agreed day of arrival. The client is not entitled to demand an earlier availability.

3. Rooms must be vacated and made available to the hotel not later than 11:00 am on the agreed day of departure. For delayed vacation until 6:00 pm, the hotel may charge 50 % of the full room rate (listed rate) and after 6:00 pm, the full room rate may be charged for exceeding the contractually agreed duration of stay. This does not incur any contractual claims of the client. The client has the right to provide evidence that the claims specified above are not or not fully justified.

VII. Amendments regarding the number of participants and/or the duration of the event

1. Any alteration of the number of participants by more than 5 % must be indicated to the hotel not later than 5 workdays prior to the event's commencement and shall require the hotel's consent in writing.

2. If the client reduces the number of participants by up to 5 %, this will be taken into account in the hotel's calculations. In case of alterations beyond said amount, the calculation will be based on the originally agreed number of participants minus 5 %. The client has the right to reduce the agreed rate based on saved expenses due to the smaller number of participants provided he/she can support his/her claim with relevant evidence.

3. In case of an increase in the number of participants, the calculations will be based on the actual number.

4. If the number of participants deviates by more than 10 %, the hotel is entitled to re-specify the agreed rates and to alterations regarding confirmed rooms and premises to a degree acceptable to the client.

5. In case of alterations to the agreed starting and finishing times of the event and if the hotel has given its consent, the hotel may charge a reasonable rate for additional availability of services, provided it is not responsible for said alterations.

VIII. Mitbringen von Speisen und Getränken

As a rule, the client may not bring food and drink into events. Exceptions from this rule require the hotel's consent in writing. In such cases, a fee for covering overhead expenses will be charged.

IX. Technical equipment/facilities and connections

1. Insofar as the hotel obtains technical and/or other equipment/facilities from third parties upon request of and for the client, the hotel is acting in the name, on behalf and for account of the client. The client is liable for the careful handling and the proper and orderly return of the equipment/facilities concerned. The client exempts the hotel from all claims asserted by third parties regarding the provision of said equipment/facilities.
2. The client's operation of his own electrical equipment while this is connected to the hotel's power supply requires the hotel's consent in writing. The client is liable for any costs caused by disruptions of or damages to the hotel's technical facilities due to the use of the equipment concerned unless the hotel is responsible for said disruptions or damages. The hotel may determine the electricity consumption and charge a flat rate for the costs incurred.
3. The client is entitled to use his own telephone, telefax, and data transfer devices subject to the hotel's consent. The hotel may charge a connection fee for this.
4. If, due the client's use of his own equipment, equally suitable hotel facilities remain unused, the hotel may charge a compensation fee.
5. As far as possible and feasible, disruptions concerning the technical and/or other equipment/facilities provided by the hotel will be eliminated immediately upon gaining knowledge thereof. Payments may not be deferred or reduced unless the hotel is responsible for these disruptions.

X. Loss or damage to property brought into the hotel by the client

1. Any exhibits and other (personal) items are brought into the premises/the hotel at the client's own risk. The hotel does neither assume liability for loss, deterioration or damage nor for financial losses unless the hotel is responsible due to intentional or grossly negligent breach of its duties. This excludes damages resulting from injuries to life, limb or health. Also excluded from this liability disclaimer are individual cases where circumstances render safe custody a typical contractual duty.
2. Any items and/or materials brought into the hotel by the client must comply with the local fire safety regulations and any other applicable provisions.
3. Any exhibits and other items brought into the hotel must be removed by the client immediately after the event has been finished. If the client fails to do so, removal and storage of said

items may be carried out by the hotel at the client's expense. If the items concerned remain in the event premises, the hotel may charge a reasonable fee for the duration of use of those rooms. The client has the right to provide evidence that the claims specified above are not or not fully justified.

XI. Liability of hotel and client

1. The contractual partners of the hotel, whether the guest as such or as host, are fully liable towards the hotel for any damages caused by the guest or his/her guest(s).
2. If the hotel owner is impaired in the performance of his services by force majeure, illness, strike, etc., a compensation obligation is not incurred, but the hotel owner shall endeavour to provide equivalent services otherwise.
3. The hotel is liable for property brought into the hotel by the client in accordance with applicable legal provisions, i.e. up to one hundred times the room rate, but not more than 3 500 Euro, and up to 800 Euro for cash, securities, and valuables. Cash, securities, and valuables up to a maximum of 5 000 Euro may be stored in the hotel safe. The hotel advises guests to make use of this possibility. Liability claims expire unless the client notifies the hotel immediately upon gaining knowledge of the loss, destruction or damage (§ 703 German Civil Code).
4. Messages, mail, and deliveries of goods for guests shall be handled with care. The hotel will store, deliver, and forward such items upon request and at the expense of the client. This excludes, however, any liability for loss, delay or damage.
5. Providing a parking space to the client in the garage or parking lot of the hotel does not constitute a contract of safe custody. The hotel does not assume liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property, nor for the contents thereof, except in cases of intentional or grossly negligent breach of its duties.

XII. Final provisions

1. Amendments or additions to the contract, acceptance of application or these terms and conditions for group bookings, conferences, and banquets require agreement in writing. Unilateral amendments or additions by the client are invalid.
2. Place of fulfilment and payment is the location of the hotel's registered office.

3. In case of dispute, including disputes on drafts and cheques, the courts at the location of the hotel's registered office shall have exclusive jurisdiction for commercial transactions. Insofar as a contractual party meets the requirements in accordance with §38, Para. 2 of the German Code of Civil Procedure and does not have a general venue within the country, the courts at the location of the hotel's registered office shall have jurisdiction.

4. The laws of the Federal Republic of Germany apply. The application of the UN Convention on the International Sale of Goods and the Conflict of Laws Code is precluded.

5. Should individual provisions of these general terms and conditions for group bookings, conferences, and banquets be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The relevant legal provisions shall also apply.

6. The Hotel Grenzfall is not prepared to participate in an alternative dispute resolution procedure pursuant to §36 VSBG.

Berlin, January 2017