



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

2.1

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.

2.2

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

3.1

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

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.

3.4

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.

3.6.

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.

3.8

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.

3.9

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

4.1

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.

4.2

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.



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.



9. Disposal of packaging

9.1

Transport packaging, outer packaging and all other packaging materials brought into the hotel by the event organiser must be disposed of by the event organiser at its own expense.

9.2

The hotel can have the disposal performed at the event organiser's expense (at least € 25.00) if the packaging is left behind by it after the event.

10. Technical systems of the event organiser / third parties

10.1

The use of the customer's own electrical equipment using the electricity network of the hotel requires the hotel's written consent. Any disruption or damage to the hotel's technical equipment caused by the customer's equipment shall be the customer's liability unless the hotel is responsible for this damage. The cost of the electric power caused by this may be calculated and charged by the hotel in the form of a flat fee.

10.2

If the hotel provides technical facilities and other facilities from third parties, it shall act on behalf of, on the authority of, and on account of the customer. The customer is liable for the careful handling and the orderly return of the facilities concerned. The customer exempts the hotel from all claims asserted by third parties in respect of the provision of these facilities.

10.3

The customer is entitled to use its own telephone, fax and data transmission facilities subject to the hotel's consent. The hotel may charge a connection fee for such use.

10.4

If the hotel's equipment remains unused on account of the customer's use of his or her own equipment the hotel may charge a deficiency compensation fee.

10.5

Malfunctions to technical and other facilities made available by the hotel shall be rectified immediately if possible. Payments may not be retained or reduced unless the hotel is responsible for the faults.

11. Food, drinks

The customer may not as a general rule bring any food and beverages to events.

In special cases a written agreement can be concluded concerning this.

12. Publications

Newspaper advertisements which convey invitations to job interviews or sales events principally demand the prior written consent of the hotel. If a publication is made without the hotel's consent then the hotel shall be entitled to cancel the event.



13. Liability of the hotel

13.1

The hotel is liable to act with the due diligence of a prudent merchant. However, in areas not related to the provision of typical services, this liability shall be restricted to inadequate services, damage, consequential damage or faults that are to be attributed to deliberate intent or gross negligence on the part of the hotel. Should disruptions or defects arise in the hotel's performances the hotel shall endeavour to remedy them upon obtaining knowledge of them or upon objection without due delay by the customer.

The customer is obliged to contribute to a reasonable degree to rectify the disruption and minimise any damage. In other respects the customer is obliged to alert the hotel in good time of the possibility of significant damage occurring as soon as possible.

13.2

For property brought into the hotel room, the hotel shall be liable to the customer according to the statutory provisions, i.e. up to one hundred times the room rate, not exceeding € 3,500.00, as well as for money and valuables up to € 800.00. Money and valuables can be stored up to a maximum value of EUR (insured amount) in the hotel safe. The hotel recommends that the customer makes use of this option.

Liability claims expire unless the customer notifies the hotel immediately after gaining knowledge of the loss, destruction, or damage (Article 703 of the German Civil Code (BGB)).

13.3

The statutory regulations shall apply for the unrestricted liability of the hotel.

13.4

Wake-up calls shall be carried out with the greatest care by the hotel. Claims for damages, shall be excluded except in cases of gross negligence or wilful intent.

13.5

Messages, mail and merchandise deliveries for guests shall be treated with care. The hotel shall carry out the delivery, storage, and, upon request and at a charge, the forwarding of said items.

Claims for damages, shall be excluded except in cases of gross negligence or wilful intent.

14. Loss or damage to property brought into the hotel

14.1

Any of the customer's exhibits and other items, including personal items, shall be taken into the event rooms and onto the hotel premises at the customer's risk. The hotel assumes no liability for loss, destruction or damage except in cases of gross negligence or intent on the part of the hotel.

14.2

Any decorative materials brought into the hotel must comply with the relevant fire safety regulations. The hotel is entitled to ask for an official compliance certificate to be shown for this. Due to the risk of damage, the erection and affixing of items must be agreed upon in advance with the hotel.

14.3

Any exhibits or other items brought into the hotel shall be removed without delay once the event has finished. Should the customer fail to comply with this, the hotel may remove and store the items concerned at the customer's expense. If the items are left in the event room the hotel may charge a room rent for the duration in which the items are kept there. The customer reserves the right to prove that a lower loss was incurred, the hotel the right to prove that a higher loss was incurred.



15. Ordinance on the Construction and Operation of Places of Public Assembly

The customer has to observe Ordinance on the Construction and Operation of Places of Public Assembly (VersammlungsstättenVO) as amended in the rooms. This particularly applies to the relevant provisions on the maximum permitted seating (according to the current banquet portfolio) and the obligation to close the entrances and the rooms in the event of overcrowding.

16. GEMA (German Association for the Protection of Rights Associated with Musical Performances and Dissemination of Music)

All the music events must be reported to GEMA in advance by the customer. The GEMA fees shall be borne by the customer. The hotel shall be exempted by the client in relation to all claims raised by GEMA.

17. Place of performance, place of jurisdiction, concluding provisions

17.1

The place of performance for both parties shall be the location of the hotel. The place of jurisdiction in commercial business dealings is the registered office of the hotel.

17.2

Changes or supplements to this contract, the acceptance of the application or these terms of business shall be made in writing. Unilateral changes or supplements by the customer are ineffective.

17.3

German law shall apply.

17.4

If individual provisions of these GTC should be ineffective or void, the validity of the remaining provisions shall not be affected by this. In other respects these statutory provisions shall apply.

18. Data processing and data protection

18.1

The Customer's personal data (name, address, date of birth, e-mail), all order data will be stored and processed electronically for the purpose of fulfilling the contract.

18.2.

GenoHotel will only make use of this data for the purpose of fulfilling the contract, within the framework of the overall business relationship with the Customer and in accordance with the statutory requirements of the German Federal Data Protection Act. If any third party is involved in the fulfillment of the contract, the data protection requirements of the German Federal Data Protection Act applicable to order data processing must be complied with.