



KING'S HOTELS

General Terms and Conditions for Event Organisation

1. These Terms and Conditions govern contracts for the rental of the hotel's conference- and function rooms of the KING's HOTEL First Class for events such as seminars, conferences, exhibitions and presentations, etc., as well as other services and goods connected therewith provided by the hotel.
2. The hotel's prior written consent is required if the rooms or areas are to be rented or sublet to a third party, or if invitations are issued for introductory interviews, sales promotions, or similar events.
3. The organiser's general terms and conditions shall apply only if this is previously expressly agreed in writing.
4. The contract shall come into force upon the hotel's acceptance of the organiser's application. They are the parties to the contract.
5. If the organiser/ ordering party is not the event organiser itself, or if a commercial agent or organiser is being used by the event organiser, then these parties shall be liable together with the event organiser as joint and several debtors for all obligations arising from the contract, insofar as the hotel has received a corresponding statement of the event organiser.
6. The hotel shall be liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. This liability is limited to disruptions or defects in performance caused by intentional or gross negligence on part of the hotel. Should disruptions or defects occur, the hotel shall act to remedy such upon knowledge thereof or upon objection without undue delay by the organiser. In addition, the organiser shall be obliged to notify the hotel in due time if there is a possibility that extraordinarily extensive damage may be incurred.
7. The hotel is obliged to render the services ordered by the organiser and agreed upon by the hotel.
8. By signing the contract, the organiser is obligated to pay the hotel's prices agreed or the customary hotel's prices for such services or other services utilized. This shall also apply to services and expenses of the hotel to third parties caused by the organiser.
9. The hotel is entitled to require a reasonable advance payment at any time. The amount and date of the advance payment may be agreed upon in writing in the contract. Should an agreed advance payment not be paid, then the hotel shall also be entitled to cancel the contract.
10. The written agreement of the hotel shall be required for the cancellation by the organiser of the contract concluded with the hotel. A cost-free cancellation of the contract is possible 28 days prior to the date of the event. If the organiser cancels between 1-27 days prior to the date of the event, the hotel shall be entitled to charge 80% of the room rate.
11. Participant numbers indicated by the event organiser when making a reservation are binding for both parties. If the number of participants' changes by more than 5%, the hotel must be informed at the latest 14 days prior to the start of the event. Such change must be approved in writing by the hotel.
12. If the organiser can only give approximate numbers, fluctuations of up to 10% above or below the initially indicated figure are acceptable. In such an event the hotel has to be notified of the exact number of participant not later than 14 days prior to the start of the event. If the numbers increase by more than 10%, the hotel shall be entitled to re-determine the agreed prices and the bill will be based on the actual number of participants present. If the actual number of participants is less than the agreed number, the bill will be based on the number indicated when the reservation was made.
13. If the event's agreed starting or ending times change and the hotel agree to such deviations, the hotel may reasonably charge for the added cost of stand-by service, unless the hotel is at fault.

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14. The organiser is responsible for the careful handling and proper return of the equipment. The organiser shall indemnify the hotel from all third-party claims arising from the provisions of the facilities or equipment.
15. The organiser may not bring food or beverages to events. Exceptions must be agreed upon in writing with the hotel. In such a case, a charge will be made to cover overhead expenses.
16. Written consent is required for using the organiser's electrical systems on the hotel's electrical circuit. The customer shall be liable for malfunctions of or damage to the hotel's technical facilities caused by using such equipment, to the extent that the hotel is not a fault. The hotel may charge a flat fee for electricity costs incurred through such usage.
17. The organiser is entitled to use his own telephone, fax, and data transfer equipment with the hotel's consent. The hotel may charge a connection fee.
18. Malfunctions of technical or other equipment provided by the hotel will be remedied immediately whenever possible. To the extent the hotel was not responsible for such malfunctions; payment may not be withheld or reduced.
19. The hotel assumes no liability for any loss, destruction or damage of any items or valuables brought into the hotel and /or into its event areas by the event organiser, the organiser's staff or agents. In exceptional circumstances, liability may be considered if wilful intent or gross negligence on the part of the hotel can be proven.
20. Decorations brought in must conform to the fire protection technical requirements. The hotel is entitled to require official evidence thereof. Should such a 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 hotel must be asked before objects are assembled or installed.
21. Objects for exhibit and other items must be removed immediately following the end of the event. If the organiser fails to do so, the hotel shall be entitled to remove and store the objects at the customer's expense. If the objects remain in the room used for the event, the hotel will have to be informed in advance.
22. With no need for proof at fault, the event organiser shall be liable for all damage to buildings, fixtures, fittings and equipment caused by event participants or visitors, employees, other third parties or the organiser personally.
23. The hotel may demand that the event organiser provide appropriate financial safeguards (e.g. insurance, security deposits and sureties).
24. Amendments or supplements to the contract, the application acceptance, or these General Terms and Conditions for Events should be made in writing. Unilateral amendments and supplements made by the organiser only are invalid.

I / we agree with the aforementioned conditions.

Date / Place

Signature / Stamp

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