

# General Terms and Conditions of Business for Functions in the Stadthotel Münster, valid from January 1 until December 31, 2010

## I. Area of Application:

1. These terms and conditions of business apply to contracts concerning the consignment of conference rooms, banquet rooms and halls for events on a rental basis for the purpose of holding functions like banquets, seminars, conferences, etc. as well as to all other services and supplies of the hotel connected with this.
2. The subletting or reletting of the consigned rooms, areas, or display cases as well as the invitation to interviews, sales events or other similar events require the prior written agreement of the hotel.
3. Every type of advertisement, information, invitation, which will reference to the hotel, require the prior written agreement of the hotel.
4. The organiser's terms and conditions of business apply only if this has been expressly agreed to in writing.

## II. Conclusion of the Contract, Contracting Parties, Liability under the Contract:

1. The contract takes effect through the hotel's acceptance of the application (confirmation) given to the organiser; these are the contracting parties.
2. If the customer / person ordering is not himself/herself the organiser, or if the organiser calls in a commercial agent or organiser, then these are jointly and severally liable with the organiser for all obligations arising from the contract.
3. The hotel is liable for its obligations arising from the contract. This liability is restricted to deficiencies in service which, apart from the typical area of service, can be attributed to the hotel's intent or gross negligence. Apart from that the organiser is under obligation to point out to the hotel in good time that unusually great damage might arise.

## III. Services, Prices, Payment:

1. The organiser is under obligation to pay the hotel's stipulated prices for the services ordered. This also applies to services and expenditures of the hotel given to third parties which are connected with the function.
2. The agreed prices include the current statutory value-added tax. If the period of time between the conclusion of the contract and the function exceeds 4 months and if the price calculated by the hotel for such services increases in general, then the contract price can be increased commensurately, at the most, however, by 10%.
3. Bills of the hotel without a due date are payable without deductions immediately after receipt.
4. The hotel has the right to demand an appropriate advance payment at any time. The amount of the advance payment and the payment date are stipulated in writing in the contract.

## IV. Rescission of the Organiser (Cancellation):

1. The cancellation has to be in written form and needs to be accepted by the hotel.

### Cancellation conditions

**With the confirmation of the contract following return terms apply:**

#### Until 70 days before the date of the event:

Return of the ordered positions to 100 % free of costs

#### Between 69 and 28 days:

The hotel has the right to bill the full accommodation rent plus 50 % of the ordered catering costs.

#### Between 27 and 14 days:

The hotel has the right to bill the full accommodation rent plus 70 % of the ordered catering costs.

#### From 13 days before the date of the event:

The hotel has the right to bill the full accommodation rent plus 90 % of the ordered catering costs.

2. The calculation of the cancellation costs of catering costs takes place as follows:  
By ordering a conference arrangement:  
Booked conference arrangement x number of booked persons minus the full accommodation rent.  
This account balance adds to the skipped catering turnover.  
By ordering only meals:  
Price of the ordered menu x number of booked persons.

3. Expenses saved up under points 1 and 2 are thus settled. Proof of a smaller loss is left to the organiser, of a greater loss to the hotel.

## V. Change in the Number of Participants and the Time of the Function:

1. The banquet division must be informed of a change in the number of participants by more than 5% at the latest 3 days before the start of the function; the hotel must agree to this change.
2. A reduction in the number of participants by 5% at most will be taken into account by the hotel when calculating the bill. In case of deviations which exceed that, the number of participants originally registered less 5% is taken as a basis.
3. In the case of an upward deviation the actual number of participants is calculated.
4. When there are deviations in the number of participants of more than 10%, the hotel is entitled to determine the stipulated prices anew as well as to exchange the confirmed rooms.
5. If the agreed times for beginning and ending the function shift without prior written approval of the hotel, then the hotel can charge additional costs for its readiness to serve, unless it can be proven that the hotel is at fault.
6. The hotel equips the room as stated in the contract. Changes of the seating will have to be mentioned to the hotel until 24 hours latest. Posterior changes will be billed.
7. Functions which last longer than midnight are charged separately due to the additional expense for the serving staff. For every started hour the hotel calculates € 1.80 for the stipulated number of people in the contract.

## VI. Rescission of the Hotel:

1. If the advance payment is not made even after the expiration of an appropriate additional period of time fixed by the hotel including a threat of rejection, then the hotel is entitled to rescind the contract.
2. Furthermore, the hotel is entitled to withdraw from the contract for justifiable reasons of fact, for example if:
  - a force majeure or other circumstances which the hotel is not responsible for make the fulfilment of the contract impossible;
  - functions are booked under misleading or false statements of essential facts, e.g. with respect to the organiser or the purpose;
  - the hotel has justified grounds for assuming that the function can endanger the smooth running of business, safety, or the reputation of the hotel in the eyes of the public without this being attributable to the area of control or organisational sphere of the hotel.
3. The hotel must inform the organiser immediately about the exercise of its right to rescind.
4. No claim for damages by the organiser against the hotel accrues, apart from when the conduct of the hotel is deliberate or grossly negligent.

## VII. Bringing Along Food and Drink:

1. The organiser may not in principle bring food and drink to the functions. Exceptions require a written agreement with the banquet division. In these situations a contribution to cover the overhead expenses is calculated.

## VII. Final Clause.

1. Solely court of jurisdiction for commercial association is the domicile of the hotel.
2. Should single clauses of this general terms and conditions be invalid or null and void there will be no effect on the remaining conditions.